

# **EXHIBIT A**

IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF DELAWARE

HONEYWELL INTERNATIONAL INC.	)	
and HONEYWELL INTELLECTUAL	)	
PROPERTIES INC.,	)	
	)	
Plaintiffs,	)	
	)	C.A. No. 04-1338-KAJ
v.	)	(Consolidated)
	)	
APPLE COMPUTER, INC., et al.,	)	
	)	
Defendants.	)	

**PLAINTIFFS' ANSWERS TO CITIZEN WATCH CO., LTD. AND  
CITIZEN DISPLAYS CO., LTD.'S FIRST SET OF INTERROGATORIES (NO. 1-9)**

Plaintiffs Honeywell International Inc. ("Honeywell International") and Honeywell Intellectual Properties Inc. ("HIPI") (collectively, "Honeywell") hereby serve the following objections and responses to Defendants Citizen Watch Co., Ltd. and Citizen Displays Co., Ltd.'s ("Citizen") First Set of Interrogatories to Plaintiffs (No. 1-9):

**OBJECTIONS**

1. Honeywell objects to each definition in Citizen's First Set of Interrogatories to the extent that it is inconsistent with or imposes an obligation beyond that required by the Federal Rules of Civil Procedure or any local rule for this Court.
2. Honeywell objects to each interrogatory in Citizen's First Set of Interrogatories to the extent that it is inconsistent with or imposes an obligation beyond that required by the Federal Rules of Civil Procedure or any local rule for this Court.
3. Honeywell objects to each interrogatory to the extent that it is unlimited in time or scope, overly broad, unduly burdensome or not reasonably calculated to lead to discovery of admissible evidence.

4. Honeywell objects to each interrogatory to the extent it seeks discovery of information or production of documents or things protected by the attorney-client privilege, work product immunity or any other privilege or immunity.

5. Honeywell objects to each interrogatory to the extent it seeks discovery or information or identification of documents that are a matter of public record or otherwise equally accessible to all parties.

6. Honeywell objects to each interrogatory to the extent it seeks unrestricted access to information or identification of documents that are protected from disclosure under a confidentiality obligation imposed by contract, by order or by understanding binding on Honeywell.

7. Honeywell reserves the right to modify, supplement, add to or amend the responses to these interrogatories to the extent required or permitted by the Federal Rules of Civil Procedure or any local rule of this Court.

### **ANSWERS**

#### **INTERROGATORY NO. 1:**

Identify each Citizen product that you contend infringes any claim of the '371 patent and separately identify for each identified product the specific claim(s) that is/are allegedly infringed and whether you contend the alleged infringement is direct (*i.e.*, under 35 U.S.C. § 271(a)) or indirect (*i.e.*, under 35 U.S.C. § 271(b) or (c)).

#### **ANSWER:**

Honeywell objects to this Interrogatory to the extent it calls for information and documents protected by the attorney-client privilege and/or work product doctrine. Honeywell further objects to this Interrogatory on the grounds that it is premature in that Honeywell has not yet received all discovery from Citizen regarding Citizen's products.

Subject to and without waiving Honeywell's general and specific objections, upon information and belief, based on Honeywell's unilateral investigation, Honeywell states that, for the reasons set forth more fully below, at least the following LCD module manufactured by Citizen infringes claim 3 of the '371 patent: the K1122H-HL module contained in the Matsushita Phone Model X300.

**INTERROGATORY NO. 2:**

Separately for each Citizen product and specific claim(s) that you identified in response to Interrogatory No. 1 as being indirectly infringed under 35 U.S.C. § 271(b) or (c), state in full your basis for contending that Citizen has induced and/or contributed to infringement of such claim(s), describing each act performed by Citizen which allegedly induced or contributed to infringement, the direct infringement allegedly resulting from each such act (including the identity of the Third Party committing the direct infringement), how each such act resulted in direct infringement, and the basis for your contention that Citizen intended to cause such direct infringement and/or the basis for your contention that Citizen knew that such Citizen product was especially made or especially adapted for use in such direct infringement.

**ANSWER:**

Honeywell objects to this Interrogatory on the grounds that it is premature in that Honeywell has not yet received full and complete discovery from Citizen that is relevant to the subject matter of this Interrogatory.

Subject to and without waiving Honeywell's general and specific objections, Honeywell states that the product identified in response to Interrogatory No. 1 infringes claim 3 of the '371 patent and was purchased in the United States. Honeywell further incorporates its response to Interrogatory No. 3 below.

Honeywell's investigation is ongoing and Honeywell reserves the right to supplement this response after receipt and review of further information, including documents and discovery responses from Citizen as well as applicable Court Orders, including orders regarding claim construction.

**INTERROGATORY NO. 3:**

Separately for each Citizen product and each corresponding claim(s) that you identified in response to Interrogatory No. 1, provide an infringement chart that identifies the structure of each Citizen product that you allege causes it to infringe each limitation; state whether Honeywell alleges that the limitation is literally infringed or infringed under the doctrine of equivalents; state all factual bases that support your contention that Citizen infringes and identify three (3) persons most knowledgeable about the factual bases that support your contentions of infringement; and identify all documents on which you rely to support your contentions or [sic] infringement.

**ANSWER:**

Honeywell objects to this Interrogatory on the grounds that it is premature in that Honeywell has not yet received full and complete discovery from Citizen that is relevant to the subject matter of this Interrogatory.

Subject to and without waiving Honeywell's general and specific objections, Honeywell responds by incorporating its response to Interrogatory No. 1. In addition, Honeywell states that the K1122H-HL module literally infringes claim 3 of the '371 patent for the following reasons:

<b><u>Claim 3</u></b>	
A display apparatus comprising:	
a light source;	The LCD module has a backlight.
a liquid crystal panel mounted adjacent to said light source for receiving light from said light source; and	The LCD module has a liquid crystal panel that is mounted adjacent to the backlight and that receives light from the backlight.
first and second lens arrays, each having a plurality of individual lenslets, disposed between said light source and said liquid crystal panel	The LCD module includes two films, which constitute two lens arrays.
for providing a predetermined variation with viewing angle of light transmission from said light source through said lens arrays and said liquid crystal panel,	The lens arrays provide a predetermined variation in the transmission of light from the backlight through the lens arrays and liquid crystal panel. The variation depends upon viewing angle.
Wherein at least one of said first and second lens arrays is rotated about an axis perpendicular to said liquid crystal panel in order to provide a slight misalignment between	Both lens arrays are rotated 10 degrees about the axis perpendicular to the liquid crystal panel, providing a slight misalignment between the lenslets and the liquid crystal panel.

said lenslets and said liquid crystal panel.	
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Honeywell states that in determining that this module infringes claim 3 of the '371 patent, Honeywell disassembled the LCD module to determine whether the product contains two or more lens arrays. If so, Honeywell determined whether one or more of the lens arrays was rotated, and if so, Honeywell measured the angle of rotation. The person most knowledgeable about Honeywell's LCD module analysis is Ted Wood.

Honeywell also states that all past, present, and future versions of the module Honeywell has identified as specifically accused of infringement are likely to practice claim 3 of the '371 patent, which Citizen must identify pursuant to the Court's Order of July 21, 2006. This includes both generational changes and related modules adapted based on customer or end product specifications.

Honeywell's investigation is ongoing, and Honeywell reserves the right to supplement this response to assert infringement of additional products after the receipt and review of further information, including documents and supplemental discovery responses from Citizen as well as applicable Court Orders, including orders regarding claim construction.

**INTERROGATORY NO. 4:**

Separately for each claim of the '371 patent that you contend Citizen willfully infringes, specifically identify and describe the period of such alleged willful infringement and all factual bases for your contention; identify all documents upon which you rely or will rely on in support of the factual bases identified and identify three (3) persons most knowledgeable about the factual bases.

**ANSWER:**

Honeywell objects to this Interrogatory on the grounds that it is premature in that Honeywell has not yet received full and complete discovery from Citizen that is relevant to the subject matter of this Interrogatory. Honeywell also objects to this Interrogatory to the extent it

calls for information and documents protected by the attorney-client privilege and/or work product doctrine. Honeywell states that discovery previously served on Citizen, if properly answered, would provide Honeywell with the information necessary for analyzing a number of issues posed in this Interrogatory.

Subject to and without waiving Honeywell's general and specific objections, Honeywell states that at least since the filing of this suit on October 6, 2004, Citizen has been aware that Honeywell has asserted infringement against Citizen's customers for direct infringement of claim 3 of the '371 patent. To the extent Citizen continued to manufacture the accused LCD module after it received notice of infringement, it is liable for willful infringement. Honeywell's investigation is ongoing and Honeywell reserves the right to supplement this response after receipt and review of further information, including discovery responses from Citizen as well as applicable Court Orders.

**INTERROGATORY NO. 5:**

Separately for each Citizen product identified in response to Interrogatory No. 1, state the exact date upon which you first became aware of such product or a product of a third party containing such product, identify the person who first acquired such awareness, and describe the activities taken by you to investigate whether such product or third party product containing such product infringes any claim of the '371 patent.

**ANSWER:**

Honeywell objects to this Interrogatory as overly broad, unduly burdensome, and not likely to lead to the discovery of admissible evidence. Honeywell also objects to this Interrogatory to the extent it calls for information and documents protected by the attorney-client privilege and/or work product doctrine.

Subject to and without waiving Honeywell's general and specific objections, Honeywell first became aware of the K1122H-HL module in November 2005. In determining that this

product infringes claim 3 of the '371 patent, Honeywell disassembled the LCD module to first determine whether the product contains two or more lens arrays. If so, Honeywell then determined whether one or more of the lens arrays was rotated, and if so, measured the angle of rotation. The person most knowledgeable about Honeywell's LCD module analysis is Ted Wood.

**INTERROGATORY NO. 6:**

Separately, for each LCD model that Honeywell has determined does not infringe the '371 patent, identify the module, the product from which it was taken and each limitation of the claims of the '371 patent which is not infringed.

**ANSWER:**

Honeywell objects to this Interrogatory as overly broad and not reasonably calculated to lead to the discovery of admissible evidence. Honeywell further objects to this Interrogatory as calling for information protected by the attorney-client privilege and/or work product doctrine.

**INTERROGATORY NO. 7:**

Separately, for each Citizen product identified in response to Interrogatory No. 1, identify all products of End Product Manufacturers which include such Citizen product.

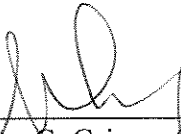
**ANSWER:**

Honeywell objects to this Interrogatory to the extent it seeks information that is in the defendants' knowledge, possession and control, and not Honeywell's. Honeywell further objects to this Interrogatory on the grounds that it is premature in that Honeywell has not yet received all of the discovery Honeywell has requested from the defendants that would inform Honeywell's response to this Interrogatory. Honeywell further objects to this Interrogatory to the extent the information requested is better known to third parties, including Citizen's own customers.



Honeywell further states that Matsushita identified Citizen as a supplier of LCD modules, specifically the K1122H-HL modules contained in the Matsushita Phone Model X300.

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November 6, 2006  
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**VERIFICATION**

I, David Brafman, Assistant General Counsel, IP Litigation of Honeywell International Inc., have read the foregoing responses, know the contents thereof and state that the facts stated therein are either based upon my personal knowledge and are known by me to be true, or are not within my personal knowledge, but have been assembled by authorized employees and counsel for Honeywell International Inc. and/or Honeywell Intellectual Properties Inc., and as to such facts I am informed and believe that they are true.

Pursuant to 28 U.S.C. § 1746, I verify under penalty of perjury under the laws of the United States that the foregoing is true and correct.

Date: November, 2006

HONEYWELL INTERNATIONAL INC.

By:



David Brafman  
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CERTIFICATE OF SERVICE

I certify that on November 6, 2006, I caused to be served true and correct copies of the foregoing on the following by hand and by e-mail:

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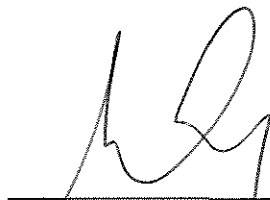
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FOR THE DISTRICT OF DELAWARE

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PROPERTIES INC.,	)	
	)	C.A. No. 04-1338 (KAJ)
Plaintiffs,	)	
	)	CONSOLIDATED
v.	)	
	)	
APPLE COMPUTER, INC., et al.,	)	
	)	
Defendants.	)	

**NOTICE OF SERVICE**

I certify that on November 6, 2006, copies of *(1) Plaintiffs' Answers to Citizen Watch Co., Ltd. and Citizen Displays Co., Ltd.'s First Set of Interrogatories (Nos. 1-9), and (2) Plaintiffs' Objections and Responses to Defendants Citizen Watch Co., Ltd. and Citizen Displays Co., Ltd.'s First Set of Requests for Production* were caused to be served upon counsel of record in the manner indicated:

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November 6, 2006  
515565

**CERTIFICATE OF SERVICE**

I hereby certify that on November 6, 2006, I electronically filed the foregoing document with the Clerk of Court using CM/ECF, which will send notification of such filing to the following: John R. Alison, Parker H. Bagley, Robert J. Benson, Robert Karl Beste, III, Elizabeth L. Brann, Christopher E. Chalsen, Hua Chen, Jay C. Chiu, Arthur G. Connolly, III, Frederick L. Cottrell, III, Francis DiGiovanni, Thomas M. Dunham, Kevin C. Ecker, Amy Elizabeth Evans, York M. Faulkner, Maxwell A. Fox, Terry D. Garnett, Christopher J. Gaspar, Alexander E. Gasser, Alan M. Grimaldi, Thomas C. Grimm, Thomas Lee Halkowski, Angie Hankins, Richard L. Horwitz, Dan C. Hu, John T. Johnson, Robert J. Katzenstein, Nelson M. Kee, Richard D. Kelly, Matthew W. King, Stephen S. Korniczky, Gary William Lipkin, Hamilton Loeb, Robert Maier, David J. Margules, David Ellis Moore, Carolyn E. Morris, Arthur I. Neustadt, Elizabeth A. Niemeyer, Kevin M. O'Brien, Andrew M. Ollis, Karen L. Pascale, Adam Wyatt Poff, Leslie A. Polizoti, Alana A. Prills, Steven J. Rizzi, Lawrence Rosenthal, Avelyn M. Ross, Philip A. Rovner, Diana M. Sangelli, Robert C. Scheinfeld, Carl E. Schlier, Chad Michael Shandler, John W. Shaw, Matthew W. Siegal, Neil P. Sirota, Monte Terrell Squire, William J. Wade, Peter J. Wied, Roderick B. Williams, Vincent K. Yip, Edward R. Yoches.

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/s/ Maria Granovsky

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515565

**VERIFICATION**

I, David Brafman, Assistant General Counsel, IP Litigation of Honeywell International Inc., have read the foregoing responses, know the contents thereof and state that the facts stated therein are either based upon my personal knowledge and are known by me to be true, or are not within my personal knowledge, but have been assembled by authorized employees and counsel for Honeywell International Inc. and/or Honeywell Intellectual Properties Inc., and as to such facts I am informed and believe that they are true.

Pursuant to 28 U.S.C. § 1746, I verify under penalty of perjury under the laws of the United States that the foregoing is true and correct.

Date: November, 2006

HONEYWELL INTERNATIONAL INC.

By:



David Brafman  
Assistant General Counsel, IP Litigation  
Honeywell International Inc.

# EXHIBIT B

## FULLY REDACTED

# **EXHIBIT C**

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MATTHEW L. WOODS  
612-349-8272

May 27, 2005

**Via E-Mail**

ALL COUNSEL OF RECORD

Re: Honeywell International Inc., et al. v. Audiovox Communications Corp., et al.  
Civil Action No. 04-1337 (KAJ)  
Honeywell International Inc., et al. v. Apple Computer, Inc., et al.  
Civil Action No. 04-1338 (KAJ)  
Optrex America, Inc. v. Honeywell International Inc., et al.  
Civil Action No. 04-1536 (KAJ)  
Our File No. 019896-0229

Dear Counsel:

As you know, since November of 2004, Honeywell has always identified the bases for its infringement claim in response to requests from individual defendants. As a result, Honeywell was dismayed when the defendants represented to the Court that Honeywell had not "stepped up" and informed them which products were being accused of infringement. In order to avoid any further inaccuracies in the record, we thought it would be worthwhile to consolidate the information previously provided to individual defendants in one global letter to all defendants. For many parties, the information below is redundant of information already provided. Given the Court's direction that the case be reconfigured as a case against the LCD Module Suppliers, we have also identified specific LCD module models, where such information is available.

Viewed from the perspective of the end product manufacturers, Honeywell has confirmed that the following products practice at least Claim 3 of the '371 patent, and, if not licensed, infringe that patent:

**Apple:** Notebook models Powerbook G4, i book G4 12-inch.

**Argus:** Camera models DC3640, DC3520, DC1730.

**ACC:** Phone model 4100.

ALL COUNSEL OF RECORD

May 27, 2005

Page 3

Viewed from the perspective of the LCD module suppliers, Honeywell has confirmed that the following LCD modules practice at least Claim 3 of the '371 patent, and, if not licensed, infringe that patent:

**ArimaDisplay**: part number MC16G03A.

**AU**: part numbers A015AN02, A015AN03, B121EW01.

**Casio**: part numbers 3L15DD052741, 3Y0325721, 3H16ACB000374, 4B 18CXD007 147, 4A16AWB725030, 3L16ARD009138, 3E16ZB109369, 9H25AEB27418, 3D16RD150663, 4D25ADN02731.

**CPT**: part number CLAA150XH01.

**Seiko Epson**: part numbers 2F0145P00, CV90-1216-01, L2F0011 S5, L2F50011, L2F500..., L2F50126.

**GiantPlus**: part number 30703941.

**Hannstar**: part number HSD150PX11-B.

**Hitachi**: part numbers 05D97VMB42H, 05D96VMR42T, 05D97VMB415, TX39D89VC1FAA, TX06D16M1EA4, TX41D97VC1HAA.

**ID Tech**: part numbers AXG01A, N141X7-L04, N150X4-L01.

**LG Phillips**: part numbers LB070W02, LP154W01, LP150X08, LP171W01, LP171W02.

**NEC**: part numbers NL2432HC22-23B, 35FF007-A.

**Optrex**: part numbers F-51629, F51719AA.

**Panasonic**: part number EDTCA32QSF.

**Quanta**: part numbers QD141X1LH03, QD141X1LH12, QD14FLL07, QD15XL06.

**Samsung**: part numbers LTN152W5-L02, LTN154X1-L01, LTS350Q1-PE1, LTN154X1-L02, LTN170WX-L03, LTN154P1.

**Samsung SDI**: part numbers LJ41-02032A, LJ41-01753A.

**Sanyo**: part numbers 127CLXD, 127CLXD 345F06E, 127CLXE 329A05A, 127CLXE.

ALL COUNSEL OF RECORD

May 27, 2005

Page 2

**AEC**: DVD player model D1210.

**Casio**: Portable television models EV680, EV570, and SY30C; PDA model EG800.

**Concord**: Camera model 4360z.

**Dell**: Notebook models Inspiron 8600, PP02X, Inspiron I8000 PP01, Inspiron 600M, Inspiron 700M, Inspiron 9200.

**Fuji**: Camera models A210, S3000.

**Fujitsu**: Notebook models Lifebook N5010, Lifebook P1120.

**Kodak**: Camera models CX 6230, DX 4530, Easy-Share CX 4230.

**Kyocera**: Phone models Kyocera 7135, KX 414, SE47; Camera model SL300R.

**Matsushita**: Phone models G51M, X70; Notebook model Toughbook Y2.

**Navman**: Portable navigation devices PiN Pocket PC, iCN510 Pocket PC.

**Nikon**: Camera models Coolpix 2100, Coolpix 3100.

**Nokia**: Phone models 3650, 3600, 3620, 3660, NGage QD, 6600, 6620, NGAGE.

**Olympus**: Camera models C740UZ, Stylus 300.

**Pentax**: Camera models OptioS4i, OptioS40.

**Sanyo**: Phone models SCP 7300, SCP 8100, SCP 5500.

**Sony**: PDA models PEG-TJ27, PEG SJ33, DSCP32; Notebook model PCG-TR3A, PCGV505EX; DVD models DVP-FX700, MV7101DS, MV65ST; Camera models DSCP72, FD83.

**Sony Ericsson**: Phone model Z200.

**Toshiba**: PDA model E805; Notebook models M205S810, P25S520; DVD model SD P2500.

\* \* \*

ALL COUNSEL OF RECORD

May 27, 2005

Page 4

**Sharp**: part numbers LS015A3GS03, LS040V7DD02, LQ106K1LA01, LQ154M1LW02, LQ121X1LS30, LM15SGFNZ07, LS021B8UB03A, LS021B8UB02G, LS021BU803A, RLC0048AFZZ, LQ150U1H22, LS040V7DD01, LQ154M1LM02.

**ST-LCD**: part numbers ACX507ALQ-2(A), ACX507ALZ-2, ACX316AKM-8, ACX509AKM-7, ACX313EKM-7, ACX309AKB-2.

**TM-Display**: part numbers LTD121KM1K, LTM09C362, LTD121EA4XY, TFD70W82A, LTM09C362E, LTP234QV-C01, LTD-141EM3M, LTM10C320S, LTD121EA41, LTD121KAOS, LTM09C362V.

**Toppoly**: part number TD035SHEB4.

**Wintek**: part number 3Y0325721.

**Unknown LCD module supplier(s)**: part numbers A0367104-A7, LP8745A, AA01B 0463T1-D0, CV90-13161-01B, LP8658-B, GML0385A.

\* \* \*

Given what appears to be widespread infringement throughout the industry, Honeywell reasonably believes that these two lists are by no means a comprehensive list of infringing products for any party. Honeywell's infringement assertion against the parties in the above referenced actions relates to all portable electronic devices manufactured or sold by individual parties that contain LCD modules which practice the claimed invention or, in the case of module suppliers, those infringing LCD modules themselves. Suffice it to say that any and all products which use the LCD modules identified above, or any similar module (e.g., a light source, an LCD panel and two lens arrays, one of which is misaligned) will be the subject of Honeywell's infringement claim.

Information regarding additional infringing products manufactured or sold by the parties in these actions will be identified during the discovery phase of this litigation after the defendants have provided information regarding their product lists and the components used in those products.

Very truly yours,

ROBINS, KAPLAN, MILLER & CIRESI L.L.P.

A handwritten signature in black ink, appearing to read "Matthew L. Woods/ms". The signature is fluid and cursive, with the initials "ms" at the end.

Matthew L. Woods

MLW/ms



ALL COUNSEL OF RECORD

May 27, 2005

Page 5

c: Martin R. Lueck  
Thomas G. Grimm (via e-mail)  
Steven J. Balick (via e-mail)

ALL COUNSEL OF RECORD

May 27, 2005

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bc: Anthony A. Froio  
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**From:** Mary Ann Schumacher  
**To:** Apple, Optrex Counsel; Audiovox Counsel  
**Date:** 5/27/2005 4:23:41 PM  
**Subject:** Honeywell, et al. v. Apple Computer, et al., Audiovox Communications, et al. & Optrex America

Dear Counsel:

Attached please find correspondence from Matthew L. Woods regarding the above files.

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## **EXHIBIT D**

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2 IN AND FOR THE DISTRICT OF DELAWARE  
3 - - -  
4 HONEYWELL INTERNATIONAL, INC. : CIVIL ACTIONS  
5 et al. :  
6 Plaintiffs, :  
7 v. :  
8 AUDIOVOX COMMUNICATIONS CORP., :  
9 et al. :  
10 Defendants. : NO. 04-1337 (KAJ)  
11 -----  
12 HONEYWELL INTERNATIONAL, INC. :  
13 et al. :  
14 Plaintiffs, :  
15 v. :  
16 APPLE COMPUTER, INC., et al., :  
17 Defendants. : NO. 04-1338 (KAJ)  
18 - - -

16 Wilmington, Delaware  
17 Friday, September 9, 2005 at 10:40 a.m.  
18 TELEPHONE CONFERENCE

19 BEFORE: HONORABLE KENT A. JORDAN, U.S.D.C.J.

20 APPEARANCES:  
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PROCEEDINGS

REPORTER'S NOTE: The following proceedings were  
held in open court, beginning at 10:40 a.m.)

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18 BY: ADAM WYATT POFF, ESQ.

19 and

20 GREENBLUM and BERNSTEIN, PLC  
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23 Pentax U.S.A., Inc.

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1 THE COURT: Counsel, this is Judge Jordan. I  
2 apologize keeping you waiting. The folks who were in the  
3 queue ahead of you exceeded their allotted time but we were  
4 able to work some things out and I appreciate your patience.

5 Why don't we go ahead and I'll get a roll call  
6 from you folks of who is on the line and who you represent.  
7 Okay? Let's start with the plaintiff.

8 MR. GRIMM: Good morning, Your Honor. It's Tom  
9 Grimm at Morris Nichols for Honeywell. On the line with me  
10 today; first, Your Honor may recall Honeywell filed two  
11 separate actions so on the line with me also is John Day of  
12 the Ashby & Geddes firm.

13 Our co-counsel on the line with us this morning  
14 are Martin Lueck, Matt Woods and Stacie Roberts at the  
15 Robins Kaplan Miller & Ciresi firm. And also on the line  
16 this morning with us is David Brafman, Intellectual Property  
17 counsel for Honeywell. And that's for all plaintiff  
18 Honeywell.

19 THE COURT: All right. Let's just start down  
20 the list of defendants. Go ahead.

21 MR. HORWITZ: Your Honor, this is Rich Horwitz  
22 at Potter Anderson on behalf of a number of defendants. And  
23 with me on the line, I'll go through the list.

24 THE COURT: Well, you need to tell me which  
25 defendants you are here for. I know this is --



SHEET 4

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1 MR. HORWITZ: That's fine. I'm on the line for  
2 Dell, Fujitsu, Concord Camera, Toshiba, Nikon, Samsung SDI,  
3 Sanyo, Wintek and Philips.  
4 And with me on the line for Dell, Rick Williams;  
5 for Philips, Alan Grimaldi and Nelson Kee; for Fujitsu,  
6 Christopher Chalsen; for Sanyo, Michael Dorfman; for  
7 Toshiba, Carl Schlier; for Nikon, Barry Graham; for Wintek,  
8 York Faulkner. We are on alone for Concord Camera. And for  
9 Samsung SDI, Stephen Korniczky.  
10 MR. LAMPERT: One correction. This is Scott  
11 Lampert for Concord Camera.  
12 MR. HORWITZ: I'm sorry, Scott. I didn't  
13 realize you were on.  
14 THE COURT: All right. Thanks.  
15 Is there anybody else on?  
16 MR. WADE: Your Honor, it's Bill Wade at  
17 Richards Layton & Finger, and I'm on for the Matsushita  
18 defendants along with Steve Rizzi and perhaps David Lender  
19 from Weil, Gotshal & Manges.  
20 MR. BENSON: Your Honor, this is Robert Benson  
21 of Hogan & Hartson on for Seiko Epson and Kyocera Wireless.  
22 MR. KATZENSTEIN: Your Honor, this is Robert  
23 Katzenstein. I'm Mr. Benson's local counsel.  
24 MR. HALKOWSKI: Your Honor, this is Tom  
25 Halkowski on behalf of Nokia, Apple and Casio. And with me

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1 on the line on behalf of Nokia is Lauren Degnan; and on  
2 behalf of Apple, Kelly Hunsaker; and on behalf of Casio,  
3 John Johnson and Lewis Hudnell. Thank you.  
4 THE COURT: All right.  
5 MR. ROVNER: Your Honor, this is Phil Rovner for  
6 the Fuji Photo Film defendant. With me on the line is Larry  
7 Rosenthal from Stroock Stroock & Lavan in New York.  
8 THE COURT: Okay.  
9 MR. ROCHE: Your Honor, Brian Roche in Chicago  
10 for Hartford Computer Group.  
11 THE COURT: And is somebody on with you, sir, as  
12 local counsel?  
13 MR. ROCHE: No.  
14 THE COURT: Have you arranged for local counsel?  
15 MR. ROCHE: Yes, we have local counsel from  
16 Cross & Simon.  
17 THE COURT: All right. Typically, we look for  
18 those folks to be on those calls too unless excused. But  
19 thanks for identifying yourself.  
20 Who else is on?  
21 MR. SHANDLER: Your Honor, Chad Shandler for  
22 Richard Layton for Eastman Kodak. With me on the line is  
23 Neal Slifkin from Harris Beach.  
24 THE COURT: Anybody else?  
25 MR. WALSH: Your Honor, Tom Walsh with McCarter

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1 & English on behalf of Audiovox Electronics Corporation.  
2 MR. POFF: Your Honor, Adam Poff from Young  
3 Conaway on behalf of the Pentax defendants. And also  
4 Michael Fink from Greenblum and Bernstein on behalf of  
5 Pentax.  
6 MR. SHAW: Your Honor, John Shaw for the Olympus  
7 and Sony defendants, and I believe Richard Rosati and Bob  
8 Hails is for Olympus.  
9 MR. ROSATI: Rich Rosati for Olympus.  
10 MR. SHAW: And Bob Hails is for the Sony  
11 defendants.  
12 THE COURT: Okay.  
13 MR. OLSEN: Your Honor, James Olsen from  
14 Connolly Bove for the Sony Ericsson defendants.  
15 MR. ENGLISH: Your Honor, this is Joe English  
16 from Duane Morris on behalf of Audiovox Communications Corp.  
17 THE COURT: And do we have anybody else on?  
18 MR. FLOCK: Your Honor, this is John Flock from  
19 Kenyon & Kenyon, also on for Sony corporation.  
20 THE COURT: Thank you.  
21 MS. PASCALE: Your Honor, this is Karen Pascale  
22 from Bouchard Margules & Friedlander for Optrex America  
23 which is the named plaintiffs in the 04-1536 action; and on  
24 the line with me is Andrew Ollis from the Oblong Spivack  
25 firm.

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1 THE COURT: Okay. Do I have anybody else?  
2 (Pause.)  
3 THE COURT: All right. Well, thanks for  
4 assembling. I'm glad the telephone company has got enough  
5 lines to handle this call.  
6 We are together because in spite of what I  
7 thought was pretty clear direction a few months ago, we  
8 still haven't been able to get plaintiffs and defendants  
9 moving forward on this case, and I received a letter on  
10 August 22nd from Mr. Grimm saying, "hey, since our  
11 correspondence to you in June, we're still at odds."  
12 So, I've taken a look at the correspondence but  
13 why don't I give you a chance to tell me what you think the  
14 points in dispute are that can't be resolved without my  
15 intervention so we can get a scheduling order in place,  
16 short of me just imposing one.  
17 Who is speaking on behalf of the plaintiffs on  
18 this?  
19 MR. GRIMM: Your Honor, this is Tom Grimm.  
20 Marty Lueck of the Robins Kaplan Miller & Ciresi firm will  
21 speak.  
22 THE COURT: Mr. Lueck.  
23 MR. LUECK: Good morning, Your Honor. I think I  
24 can give you a snapshot here of where we've made progress,  
25 where we haven't and I think give the Court an idea of how

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1 we might be able to resolve the logjam so we can transition  
2 this case from the customer defendants to the module maker  
3 defendants.

4 Basically, what we have asked for in discovery  
5 from the customer defendants is a list of all products sold  
6 in the United States in the categories that are set forth  
7 in the complaint going back from October 6th, 1998 to the  
8 present. And we've asked for the identity of a module maker  
9 for each of those products and the LCD module model number.  
10 And the reason we've asked for that information is so that  
11 we can match up the LCD modules that were manufactured  
12 overseas to the end products that were actually imported  
13 into the United States and sold because those are the ones  
14 that are going to be at issue for both liability and  
15 ultimately, down the road, damage.

16 THE COURT: All right. I'm sorry to interrupt,  
17 Mr. Lueck. Give it to me one more time. What is it that  
18 you specifically asked for in discovery?

19 MR. LUECK: What we're asking for is a list of  
20 all -- and let me just back up. This is for the customer  
21 defendants. A list of all products sold in the United  
22 States in the categories set forth in the complaint from  
23 October 6th, 1998 to the present. And that's consistent  
24 with the patent statute of limitations, six years back from  
25 the date of filings of the complaint. The products.

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1 THE COURT: All right. Now, before you go  
2 further, let me ask you what I took it to be the other  
3 side's position and just have you respond to it directly.

4 I think they were saying to saying to me, these  
5 guys should be identifying the products they think infringe  
6 in the first instance. Am I right that that is a point of  
7 contention or am I wrong about that?

8 MR. LUECK: You are correct, Your Honor, as to  
9 some of the defendants.

10 THE COURT: What is your response?

11 MR. LUECK: Our response to that is we have  
12 identified all of the products that we have purchased and  
13 torn down and found specific instances of infringement.  
14 We're unable to buy every product that is out there, and in  
15 fact for the products that are in the past, we have no idea  
16 whether we would have all of those or not have all of them.  
17 And we don't believe on a going-forward basis, it should be  
18 our burden to buy every single product of every single  
19 company, tear it down and then make an individual charge of  
20 infringement.

21 We have given them all the information we have  
22 to date. And, in addition, we have offered to tear down  
23 any products they want to send us and we will give them a  
24 response on the results of that tear-down. And that really  
25 is the logjam right there. We have resolved that issue with

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1 three of the defendants, Nikon, Concord Camera and Fuji. I  
2 believe we're close to resolving it with Nokia and Olympus  
3 but were unable to make progress with the others.

4 THE COURT: All right. And what is the basis of  
5 your agreement with the ones you have resolved it with?

6 MR. LUECK: In essence, Your Honor, they have  
7 agreed to provide us that information: A historical list of  
8 products going back to 1998, the identity of the module  
9 maker for each product and the LCD module number that is in  
10 the product.

11 THE COURT: All right. And is that really the  
12 heart of the dispute? Is there some other thing going on  
13 that I need to know about or is this really a kind of an  
14 Alphonse-and-Gaston thing about who goes through the door  
15 first?

16 MR. LUECK: Yes, I think that is correctly  
17 summarized, Your Honor. I believe if we can resolve this  
18 issue, we can make a lot of progress to resolving everything  
19 else.

20 THE COURT: Okay. Who wants to take this up in  
21 the first instance for the defendants?

22 MR. HORWITZ: Your Honor, this is Rich Horwitz.  
23 I think that you have captured what the main  
24 dispute is and, really, it boils down to who should go  
25 first. Based on what Your Honor told us when we were in

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1 front of you, I think we quoted the language from the  
2 transcript where we think it's their obligation to come  
3 first as the plaintiff charging infringement.

4 There may be some defendants who want to speak  
5 specifically because the burdens on defendants are different  
6 depending on how many products fall within the eight  
7 categories that were mentioned in the complaint for the time  
8 period that we're talking about here, to reach back and grab  
9 things for plaintiff with no firm charge of infringement.  
10 And I think that is the nub of the controversy.

11 There are some other issues that haven't been  
12 discussed yet today that plaintiff raised in its submissions  
13 and we responded to that we thought were outside the scope  
14 of what the Court ordered, but that is kind of a collateral  
15 matter to the main issue which is the one that you have been  
16 focusing on so far.

17 So if there are individual defendants, I think  
18 that they should be able to jump in at this point, if they  
19 want to add argument on their specific circumstances.

20 THE COURT: Okay. Who wants to speak? Don't be  
21 shy.

22 MR. GRAHAM: Your Honor, this is Barry Graham  
23 for the Nikon defendants. And I hope everyone can hear me  
24 well. I had to be on a cell phone today.

25 As Mr. Lueck acknowledged, which I appreciate,

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1 that Nikon has resolved, has given Honeywell what it asked  
2 for. We gave them specific information in July, and the way  
3 I read the Court's May 18th order, Nikon and other customer  
4 defendants were under basically a conditional stay. And I  
5 would like, at least for Nikon, and there may be others, to  
6 ask the Court to change the conditional stay into a real  
7 stay while the other parties resolve their differences with  
8 the plaintiff.

9 THE COURT: All right. Does anybody else want  
10 to speak?

11 MR. ROSENTHAL: Your Honor, this is Lawrence  
12 Rosenthal for Fuji.

13 In fairness to the other defendants who still  
14 have this dispute, as you may recall, Fuji asked the Court  
15 to limit the case to the eight categories. Honeywell has  
16 now conceded that is what the case is limited to. And if  
17 the case is limited to eight categories, this case becomes a  
18 single product case for Fuji and the burden became finite  
19 and easy to satisfy. I think you will hear from other  
20 defendants that that is not the case.

21 THE COURT: Is there anybody else?

22 MR. RIZZI: Your Honor, this is Stephen Rizzi of  
23 Weil Gotshal for the Matsushita defendants.

24 Just to give you a sense of an example where  
25 we're not similarly situated to some of these defendants

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1 like Nikon and Fuji, Matsushita is a very diverse  
2 electronics company and has products that span many of the  
3 categories. And if you literally consider going back six  
4 years, all LCD-containing products in those categories,  
5 there are hundreds, if not perhaps more than a thousand  
6 products in this action.

7 Honeywell has identified three products of  
8 Matsushita that are accused of infringement. We, months  
9 ago, told Honeywell who the LCD suppliers are for those  
10 products: two cell phones and one laptop. And just as sort  
11 of a fundamental matter of discovery and burden shifting,  
12 we don't believe that identification of three products  
13 justifies discovery of hundreds, if not perhaps a thousand  
14 products that may or may not be accused of infringement.  
15 The burden is squarely on Honeywell to identify which  
16 products they believe infringe and the case should be framed  
17 around those products. And we do not believe that merely  
18 identifying three products justifies essentially a fishing  
19 expedition into all products going back six years which  
20 could number well into the hundreds, if not more.

21 THE COURT: Okay. I got you.

22 Does anybody else feel like they want to say  
23 something?

24 (Pause.)

25 THE COURT: All right. Hearing nothing,

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1 Mr. Lueck, back to you. I'll give you a chance to rebut.

2 MR. LUECK: Thank you, Your Honor. Basically  
3 it's hard for me to understand how the burden could be  
4 greater on the defendants to provide this information than  
5 on Honeywell to go out and try to uncover every product that  
6 each of these defendants have sold in the past.

7 THE COURT: Well, wait. I've got to wrestle  
8 with you on that premise because at the start, I moved from  
9 the baseline understanding that the way our adversary system  
10 works is you learn of something that tells you you've been  
11 wronged and then you go and you draft a complaint that  
12 identifies that wrong and you come to court and you bring  
13 somebody in to answer for that wrong. So when you start by  
14 saying, gee, let's look at who has got the greater burden  
15 here, why is it the burden of defendants in the first  
16 instance to tell you everything they ever made with an LCD  
17 module in it when there's apparently a reluctance or  
18 unwillingness or inability on your part in the first  
19 instance to make a case that a product actually does  
20 infringe?

21 I'm probably giving away the way I'm thinking  
22 right now, aren't I? I'm having a real problem with the  
23 fundamental premise with your argument which is we think  
24 there is other stuff out there that infringes and we want to  
25 know everything you made in the last six years so we can

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1 decide whether we got a case against you or not. That just  
2 isn't how it works.

3 MR. LUECK: Well, Your Honor, I believe we have  
4 made that showing. And what we have done is we've gone out  
5 and bought a large number of products from a wide range of  
6 customers or end manufacturing defendants. We've torn them  
7 down. We've given the defendants detailed information on  
8 what we believe is the infringement. We identified the  
9 eight product ranges where we found it.

10 The modules come from module makers overseas.  
11 We have no access to those individuals. And I think we've  
12 satisfied our Rule 11 burden, we satisfied the pleading  
13 burden on it, and then it becomes an issue of whether or  
14 not this is reasonably calculated to lead to admissible  
15 information, which we believe it is, and then it is an issue  
16 of looking at the relative burdens. And in our view on  
17 burden, we have a right to recover for damages going six  
18 years back from the date of the complaint. These models  
19 change rapidly and often. And we simply have no access to  
20 records that would show us what those models have been.

21 THE COURT: Well, let me ask this, because  
22 maybe we're talking past each other. When you say you have  
23 satisfied your initial burden, is the assertion that you are  
24 making that we have identified products, we've told them the  
25 products that infringe and the only question is whether,



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1 through various generations of different models of this  
2 product, somehow there is some difference? Or is there  
3 something else going on that I'm not getting.

4 MR. LUECK: No, I think you have captured it.  
5 We've identified what the products are that have infringed  
6 and we've specified what those types of products are and  
7 we've given them specific model numbers as to ones we've  
8 been able to purchase and tear down, but that doesn't mean  
9 that we know all of the generations of those products that  
10 they have introduced in the past.

11 THE COURT: All right. I'm going to ask the  
12 gentleman who spoke on behalf of Matsushita, the Weil  
13 Gotshal attorney if he will speak up at this point and  
14 answer that point, which is: Hey, we're not just on some  
15 wholesale fishing expedition. We've identified a product  
16 and a product line and we just need to know the different  
17 model numbers in that product line so that we're sure that  
18 we've had a chance to investigate this product thoroughly,  
19 which is what I understand Mr. Lueck to be saying. What is  
20 your response to that?

21 MR. BRAFMAN: Your Honor, this is David Brafman  
22 from Honeywell.

23 I'd just like to add one further point which is  
24 our tear-down rate, on average it's about a 50 percent hit  
25 rate under our belief of infringement across all these

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1 products. So it's not a wild fishing expedition as it is  
2 made to sound. It is that we found products, a large  
3 percentage of them do hit and we just don't have access to  
4 the models that change every six months.

5 THE COURT: All right. Mr. -- I'm sorry, I've  
6 forgotten your name, sir.

7 MR. RIZZI: It's Steve Rizzi from Weil Gotshal.

8 THE COURT: Mr. Rizzi, I apologize for not  
9 holding on to that name. Go ahead.

10 MR. RIZZI: That's okay. I think along those  
11 lines, Your Honor, there is room to meet in the middle here  
12 from our perspective and, in fact, one of the cases that  
13 Honeywell cited in its correspondence I believe is  
14 instructive -- the IP Innovation case out of the Northern  
15 District of Illinois -- I think is somewhat similar in the  
16 sense that case involved certain chips that were found  
17 in various models of televisions that were accused of  
18 infringement, the basis for infringement being this specific  
19 chip. And what the plaintiff did originally was identify  
20 specific television models that they believe included the  
21 chip and were infringing. And there, the Court allowed  
22 discovery of other models of televisions that included that  
23 same chip. So discovery in the case were structured  
24 around other future generations or products but only those  
25 products that included the same chip as the specific models

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1 of televisions that were identified by plaintiff.

2 We think structuring it along those lines is  
3 reasonable and does provide a framework that does allow  
4 for a manageable case as well. And that we believe it is  
5 possible to identify, for example, other products that  
6 utilize the same LCD modules incorporated in these specific  
7 products that are alleged to infringe and that we don't  
8 believe that that would present an unreasonable burden,  
9 and we don't dispute that plaintiffs would be entitled to  
10 that type of information.

11 THE COURT: All right. Mr. Lueck.

12 MR. LUECK: Yes. What we asked for, Your Honor,  
13 is the modules that were identified in the infringing  
14 products and similar modules. And the problem we have is if  
15 you were to go to these module makers, some of the modules  
16 infringe, some of the modules don't. The module makers do  
17 not know what products they go into for the customers.  
18 Literally, the only way for anyone to find that out is to  
19 ask them for the historical products. And we've offered to  
20 take anything that they have and look at it and tell them  
21 whether it infringes.

22 I don't believe the burden is as great as the  
23 defendants are saying. We've narrowed it down to specific  
24 products we've torn down. We don't know all of the  
25 historical model numbers. That's the information we're

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1 asking for.

2 THE COURT: All right.

3 MR. WILLIAMS: Your Honor, this is Rick Williams  
4 for Dell.

5 THE COURT: Yes.

6 MR. WILLIAMS: I'd like to weigh in on this. In  
7 the complaint, the products they're looking for include  
8 cellular phones, digital cameras, PDAs, portable DVD  
9 players, laptop computers. In the case of Dell, they  
10 identified six models of Dell laptop computers out of a  
11 total current 17 models.

12 The first thing, all of Dell's laptops are  
13 readily available to purchase over the Internet and they can  
14 get them within a week's time and evaluate them.

15 They have not identified any PDAs, which Dell  
16 also sells.

17 Dell resells digital cameras and digital video  
18 cameras. They have not identified any of those as being  
19 accused against Dell.

20 So we're faced with the dilemma, out of all  
21 these categories, they say they'd like information on --

22 THE COURT: We'll, we're not --

23 MR. WILLIAMS: -- them going down the list and  
24 giving them information.

25 THE COURT: Hold on. Because I get the feeling

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1 we're still talking past one another here. Maybe positions  
2 have shifted as a result of the conversation we're having,  
3 but what I hear what Mr. Lueck is saying is not I want  
4 information about broad categories of products. I want  
5 information about a specific product identified and  
6 different generations of that same identified product. That  
7 is, has a model changed? And if it has changed, would you  
8 please identify what the newer different model is of that  
9 identified product? Not category of products but a  
10 specified product.

11 Mr. Lueck, have I misunderstood you?

12 MR. LUECK: Well, I think that is narrower than  
13 we seek, Your Honor. I mean if it's going to be tied to  
14 specific model numbers, we don't know what the past model  
15 numbers these devices are marketed under. Basically what  
16 we're asking for is which of your products had the modules  
17 that had the infringing technology or the similar technology  
18 in them so we can tie them back to the module makers and  
19 know what modules were imported into the United States.

20 THE COURT: All right. I interrupted.

21 MR. LUECK: That could be a different model  
22 number than what we have, we just don't know that, and we  
23 have no other way of finding out.

24 THE COURT: The gentleman from Dell, I  
25 interrupted you, sir. Go ahead.

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1 entitled to say, you know, we think all your cellular phones  
2 infringe so we want you to tell us everything about all your  
3 cellular phones. What I mean is if you've got a basis for  
4 believing that a manufacturer's cellular phones are  
5 infringing, and I mean you can say we've done this tear-down  
6 on these specific products and these things appear to us to  
7 infringe, well, then you are absolutely entitled to conduct  
8 additional discovery with respect to those products, that  
9 is, were earlier generations than the one you tore down.  
10 Also, have they come out with subsequent generations of that  
11 same model which could also be infringing?

12 But what you are not entitled to do is to say  
13 you manufacture 15 different kinds of cell phones. We tore  
14 down three. Tell us about your other 12. Because I agree  
15 with the defendants that now what you are doing is you are  
16 telling manufacturers, you know what? You got one or two  
17 things that are bad. We want to you do an analysis of  
18 everything you make and tell us whether you are guilty on  
19 those fronts, too; and that is not what the law requires,  
20 and it's not what I'm going to require them to do.

21 If you want to go out, you want to buy them, you  
22 want to do the tear-downs, you want to get information that  
23 prompts you to be able to say "now I know that this specific  
24 model also infringes," then you can certainly do that. And  
25 then you would be in an area where you could be requiring

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1 MR. WILLIAMS: No, Your Honor. Again, they  
2 identified six models out of 16-17. They could certainly  
3 get the other models. Through the tear-down, they could  
4 purchase them as easily as Dell could absorb the expense and  
5 tell us the modules in fact they're accusing of infringement  
6 rather than asking us to go back and conduct a unilateral  
7 analysis of our products and say, well, maybe this module  
8 infringes or maybe this one doesn't. And I think the burden  
9 should be on them in the first instance to say a particular  
10 LCD module in a particular computer model we contend meets  
11 the elements of the claims in our patent instead of  
12 vice-versa.

13 THE COURT: All right. And I am going to have  
14 to get into a criminal proceeding here in a few minutes, so  
15 I won't have an opportunity to resolve other issues that you  
16 may have besides this one.

17 My understanding of what is being asked for has  
18 shifted a little bit in the course of this conversation.  
19 So instead of trying to speak in terms of what it is you  
20 are asking for, let me tell you what I think you can  
21 legitimately ask for and we can get this thing moving  
22 forward.

23 I said in the order that I put out last May that  
24 Honeywell was required to specifically identify accused  
25 products. And that's what I meant. Not that Honeywell was

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1 additional discovery from them. But to ask them to come  
2 forward in the first instance, which is what it really comes  
3 down to, is not right.

4 So I hope this straightens out where my thinking  
5 is on it and gives you guidance about what I'm expecting the  
6 parties to be willing to do. To the extent manufacturers  
7 are prepared to say, you know what? For us, it's not such a  
8 burden as to make it impossible to give you something more  
9 broad than what the judge has ordered happen, that is fine  
10 with me. But what I do expect to happen at this juncture is  
11 for you guys to come together with a specific set now of  
12 identified products and manufacturers of the models of LCD  
13 modules that go into those products so that we can go about  
14 having the proper defendants in the suit.

15 To the extent there was any thought that I was  
16 putting the burden exclusively on the defendant retailers or  
17 intermediate sellers, to third-party people in, that is not  
18 necessarily the case. I'm not going to get to that issue  
19 today, though, because we don't have time to fully explore  
20 it, but I expect Honeywell to be active in finding out who  
21 those manufacturers are and that is one of the reasons why  
22 I gave only a conditional stay, because one of the pieces  
23 of information Honeywell is entitled to get as to those  
24 identified products and product lines is who is the maker of  
25 the LCD that is going in to that product, that generation of

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1 product and maybe, I don't know, the generations before and  
2 after that model.

3 So you guys absolutely on the defense side have  
4 to give that information up. And then if we can't have some  
5 sensible plan that the parties agree to on how to try to  
6 bring those folks in, I'll get into the mix on that, too. I  
7 would think that overseas marketers of LCD modules who have  
8 big clients in the United States incorporating those things  
9 into their products are not going to want to upset their  
10 clientele by playing games with jurisdiction. And  
11 particularly in the aftermath of the Federal Circuit's  
12 CEA decision, which I remember well, I would think people  
13 would be thinking hard about how they're going to play  
14 the personal jurisdiction defenses here. But that is a  
15 discussion for another day.

16 For now, I want you to get off of the  
17 who-goes-first issue because Honeywell you guys are going  
18 first. You identify what is infringing. Let's get those  
19 manufacturers on notice and let's get the case going  
20 forward.

21 When can I expect to hear back from you about a  
22 plan for getting that done, Mr. Lueck?

23 MR. LUECK: Within a week, Your Honor. If I  
24 could ask for just one clarification, recognizing you have  
25 something else going.

31

1 The issue that we've had is just identifying who  
2 the manufacturers of the modules are that are coming into  
3 the U.S. And hearing what Your Honor has said regarding  
4 those modules, can we ask about historical products that  
5 have those modules or similar modules in them?

6 THE COURT: Well, when you say the "same" or  
7 "similar," you know, the "same," absolutely. When you say  
8 "similar," that is a big door, because, what do you mean  
9 when you say "similar?"

10 MR. LUECK: Right. Here is what I mean when I  
11 say "similar," Your Honor. A light source, an LCD panel,  
12 two lens arrays, one of which is misaligned.

13 THE COURT: If you want to say, if you want to  
14 frame your discovery in a manner that incorporates your  
15 specific allegations of infringement, fine.

16 MR. LUECK: That is exactly what we're asking  
17 for. And that we would frame it exactly that way.

18 THE COURT: All right. Does everybody  
19 understand the discovery I'm telling them they're entitled  
20 to?

21 (Pause.)

22 THE COURT: I'm not hearing anybody say no.

23 MR. HORWITZ: Your Honor?

24 THE COURT: Yes, go ahead.

25 MR. HORWITZ: This is Rich Horwitz. And I'll

32

1 defer to others if I'm missing something here, but I think  
2 the problem with what Mr. Lueck just said is he may be  
3 asking for things that led us to the stay motion in the  
4 first instance.

5 THE COURT: No. What led to the stay motion in  
6 the first place is I'm not going to have the folks who are  
7 reselling things, reselling the LCD module as a part of  
8 their own product defending in the first instance.

9 MR. HORWITZ: I'm sorry. I understand that,  
10 Your Honor. What I meant was that some of the people that  
11 are the resellers may not have the information that would  
12 respond to the broad question that Mr. Lueck just posed.

13 THE COURT: Well, and if you don't have it, you  
14 don't have it.

15 MR. HORWITZ: Okay.

16 THE COURT: I mean I'm not saying anybody has to  
17 make anything up, but if you've got the information, you  
18 need to give it up because they're entitled to get behind  
19 your products and get it to people who are making them if  
20 they can get jurisdiction over them. And that's all.

21 Like I said, the personal jurisdiction issue,  
22 that's for another day. But finding out who the  
23 manufacturers are, that's something that is supposed to have  
24 been happening over the course the last four months and it's  
25 distressing to hear that we've been not moving forward on

33

1 that front because we should be. We should be finding out  
2 who this case is going to run against in the first instance.  
3 So I'll ask the parties to move forward with that forthwith;  
4 all right?

5 And, Mr. Lueck, I'll look forward to hearing  
6 from you some time in the next few days in a fashion that  
7 includes discussions to the extent you need to have it with  
8 all defense counsel on how you folks intend to proceed so  
9 that I can get a scheduling order in place.

10 I'm going to set a deadline on you folks  
11 reporting back to me for two weeks from today; all right?  
12 And hopefully that can be a joint submission. But if it  
13 can't given, the number of parties involved, it may be  
14 impracticable, I'll expect though to hear from everybody  
15 with a position on scheduling because what you can expect  
16 from me is I'm ready to put an order in place. I want to  
17 get a schedule in place. So you should be talking about how  
18 to make that happen.

19 All right. Is there any other matter which is  
20 of such urgency we ought to address it right now while we're  
21 all on the phone right now, Mr. Lueck?

22 MR. LUECK: No, Your Honor.

23 THE COURT: From the defense side, anything?

24 MR. HORWITZ: No, Your Honor.

25 THE COURT: Okay. I'm hearing --

34

1 MR. GRIMM: Your Honor?

2 THE COURT: Yes.

3 MR. GRIMM: Your Honor, this is Tom Grimm.

4 I do have a concern of letting this go on and on  
5 because we've had such a hard time in the last three or four  
6 months. And this has been very helpful to us but I'm  
7 wondering if we could bother the Court for your permission  
8 that in two weeks after we report, if there is still  
9 differences, can we contact your clerk and ask for another  
10 telephone conference?

11 THE COURT: Well, that is something you are  
12 always free to do. If there is a problem in the case that I  
13 can help you work out, I'm ready to help you work it out.  
14 But I'm fully expecting on the basis of the discussion we  
15 just had, for you to be able to take the next step, which is  
16 set a schedule for getting this case transitioned to an  
17 infringement suit against the manufacturers. All right?

18 MR. GRIMM: All right.

19 MR. GRAHAM: Your Honor, this is Barry Graham  
20 for Nikon.

21 Nikon would like to be able to step aside. Do  
22 we need to participate since we already provided the  
23 information to Honeywell?

24 THE COURT: The short answer is if Honeywell  
25 and you agree that you don't have anything else to say with

35

1 respect to the case, I'm not going to default you. And at a  
2 certain point in time, there will be a transition from a  
3 conditional stay to a full stay but I don't want to handle  
4 that on a defendant-by-defendant basis if I can help it, so  
5 I'm not moving on that request that you made earlier in this  
6 call at this time.

7 MR. GRAHAM: All right. Thank you, Your Honor.  
8 I'll speak with plaintiffs' counsel.

9 THE COURT: All right. Well, thanks for your  
10 time this morning. Good-bye.

11 (The attorneys respond, "Thank you, Your  
12 Honor.")

13 (Telephone conference ends at 11:18 a.m.)

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<b>0</b>	<b>Adam</b> [2] - 7:17, 12:2 <b>add</b> [2] - 17:19, 22:23 <b>addition</b> [1] - 15:22 <b>additional</b> [2] - 28:8, 29:1 <b>address</b> [1] - 33:20 <b>admissible</b> [1] - 21:14 <b>adversary</b> [1] - 20:9 <b>aftermath</b> [1] - 30:11 <b>ago</b> [2] - 13:7, 19:9 <b>agree</b> [3] - 28:14, 30:5, 34:25 <b>agreed</b> [1] - 16:7 <b>agreement</b> [1] - 16:5 <b>ahead</b> [6] - 9:3, 9:5, 9:20, 23:9, 26:25, 31:24 <b>al</b> [4] - 1:4, 1:8, 1:10, 1:13 <b>Alan</b> [2] - 6:13, 10:5 <b>Alexandria</b> [2] - 5:19, 8:6 <b>allegations</b> [1] - 31:15 <b>alleged</b> [1] - 24:7 <b>allotted</b> [1] - 9:3 <b>allow</b> [1] - 24:3 <b>allowed</b> [1] - 23:21 <b>alone</b> [1] - 10:8 <b>Alphonse</b> [1] - 16:14 <b>Alphonse-and-gaston</b> [1] - 16:14 <b>America</b> [18] - 2:21, 2:22, 3:8, 3:12, 3:19, 5:5, 5:5, 5:6, 5:7, 5:7, 5:16, 5:20, 6:5, 6:6, 6:15, 8:7, 8:10, 12:22 <b>analysis</b> [2] - 27:7, 28:17 <b>Anderson</b> [3] - 5:3, 7:7, 9:22 <b>Andrew</b> [2] - 8:6, 12:24 <b>Angeles</b> [1] - 2:16 <b>answer</b> [3] - 20:13, 22:14, 34:24 <b>apologize</b> [2] - 9:2, 23:8 <b>appear</b> [1] - 28:6 <b>Appearances</b> [8] - 1:20, 2:1, 3:1, 4:1, 5:1, 6:1, 7:1, 8:1 <b>Apple</b> [5] - 1:13, 4:4, 4:13, 10:25, 11:2 <b>appreciate</b> [2] - 9:4, 17:25 <b>area</b> [1] - 28:25 <b>argument</b> [2] - 17:19, 20:23 <b>Argus</b> [1] - 7:5	<b>Arnold</b> [1] - 6:12 <b>arranged</b> [1] - 11:14 <b>arrays</b> [1] - 31:12 <b>Arsht</b> [1] - 2:2 <b>Ashby</b> [2] - 1:22, 9:12 <b>aside</b> [1] - 34:21 <b>assembling</b> [1] - 13:4 <b>assertion</b> [1] - 21:23 <b>attorney</b> [1] - 22:13 <b>attorneys</b> [1] - 35:11 <b>Audiovox</b> [4] - 1:7, 7:15, 12:1, 12:16 <b>August</b> [1] - 13:10 <b>Austin</b> [1] - 5:23 <b>available</b> [1] - 25:13 <b>average</b> [1] - 22:24	11:9 <b>bring</b> [2] - 20:12, 30:6 <b>broad</b> [3] - 26:4, 29:9, 32:12 <b>burden</b> [16] - 15:18, 18:18, 19:11, 19:15, 20:3, 20:14, 20:15, 21:12, 21:13, 21:17, 21:23, 24:8, 24:22, 27:8, 29:8, 29:16 <b>burdens</b> [2] - 17:5, 21:16 <b>buy</b> [3] - 15:14, 15:18, 28:21 <b>bye</b> [1] - 35:10	21:19, 23:4 <b>changed</b> [2] - 26:7 <b>charge</b> [2] - 15:19, 17:9 <b>charging</b> [1] - 17:3 <b>Chicago</b> [3] - 5:15, 7:4, 11:9 <b>chip</b> [4] - 23:19, 23:21, 23:23, 23:25 <b>chips</b> [1] - 23:16 <b>Christopher</b> [2] - 6:3, 10:6 <b>Circuits</b> [1] - 30:11 <b>circumstances</b> [1] - 17:19 <b>Ciresi</b> [3] - 2:5, 9:15, 13:20 <b>cited</b> [1] - 23:13 <b>City</b> [1] - 4:12 <b>Civil</b> [1] - 1:4 <b>claims</b> [1] - 27:11 <b>clarification</b> [1] - 30:24 <b>clear</b> [1] - 13:7 <b>clerk</b> [1] - 34:9 <b>clientele</b> [1] - 30:10 <b>clients</b> [1] - 30:8 <b>close</b> [1] - 16:2 <b>co</b> [1] - 9:13 <b>Co</b> [4] - 3:19, 5:7, 5:16, 7:11 <b>co-counsel</b> [1] - 9:13 <b>collateral</b> [1] - 17:14 <b>Columbia</b> [5] - 3:3, 4:16, 5:11, 6:14, 7:14 <b>coming</b> [1] - 31:2 <b>Communications</b> [3] - 1:7, 7:15, 12:16 <b>company</b> [3] - 13:4, 15:19, 19:2 <b>complaint</b> [7] - 14:7, 14:22, 14:25, 17:7, 20:11, 21:18, 25:7 <b>computer</b> [1] - 27:10 <b>Computer</b> [9] - 1:13, 4:4, 4:9, 4:13, 5:5, 6:5, 7:5, 11:10 <b>computers</b> [2] - 25:9, 25:10 <b>Conaway</b> [3] - 2:19, 7:17, 12:3 <b>conceded</b> [1] - 18:16 <b>concern</b> [1] - 34:4 <b>Concord</b> [7] - 5:4, 6:21, 6:23, 10:2, 10:8, 10:11, 16:1 <b>conditional</b> [4] - 18:4, 18:6, 29:22, 35:3 <b>conduct</b> [2] - 27:6,
<b>1</b>	<b>10:40</b> [2] - 1:16, 8:25 <b>11</b> [1] - 21:12 <b>11:18</b> [1] - 35:13 <b>12</b> [1] - 28:14 <b>15</b> [1] - 28:13 <b>16-17</b> [1] - 27:2 <b>17</b> [1] - 25:11 <b>18th</b> [1] - 18:3 <b>1998</b> [3] - 14:7, 14:23, 16:8	<b>B</b>	<b>C</b>	
<b>2</b>	<b>2005</b> [1] - 1:16 <b>22nd</b> [1] - 13:10	<b>backs</b> [1] - 19:19 <b>bad</b> [1] - 28:17 <b>Balick</b> [1] - 1:22 <b>Barry</b> [4] - 5:10, 10:7, 17:22, 34:19 <b>Based</b> [1] - 16:25 <b>baseline</b> [1] - 20:9 <b>basis</b> [6] - 15:17, 16:4, 23:18, 28:3, 34:14, 35:4 <b>Beach</b> [2] - 4:21, 11:23 <b>became</b> [1] - 18:18 <b>becomes</b> [2] - 18:17, 21:13 <b>beginning</b> [1] - 8:25 <b>behalf</b> [14] - 2:10, 8:10, 8:13, 9:22, 10:25, 11:1, 11:2, 12:1, 12:3, 12:4, 12:16, 13:17, 22:12 <b>behind</b> [1] - 32:18 <b>belief</b> [1] - 22:25 <b>Benson</b> [3] - 2:16, 10:20 <b>Benson's</b> [1] - 10:23 <b>Bernstein</b> [2] - 7:19, 12:4 <b>big</b> [2] - 30:8, 31:8 <b>Bill</b> [1] - 10:16 <b>bit</b> [1] - 27:18 <b>Bob</b> [2] - 12:7, 12:10 <b>boils</b> [1] - 16:24 <b>bother</b> [1] - 34:7 <b>Bouchard</b> [2] - 8:3, 12:22 <b>bought</b> [1] - 21:5 <b>Bove</b> [2] - 8:12, 12:14 <b>Brafman</b> [4] - 2:9, 9:16, 22:21 <b>Brian</b> [3] - 1:25, 7:3,	<b>calculated</b> [1] - 21:14 <b>California</b> [3] - 2:16, 4:12, 6:18 <b>Camera</b> [6] - 6:21, 6:23, 10:2, 10:8, 10:11, 16:1 <b>cameras</b> [3] - 25:8, 25:17, 25:18 <b>Cameras</b> [1] - 5:4 <b>captured</b> [2] - 16:23, 22:4 <b>Carl</b> [2] - 5:19, 10:7 <b>case</b> [22] - 13:9, 14:2, 18:15, 18:16, 18:17, 18:18, 18:20, 19:16, 20:19, 21:1, 23:14, 23:16, 23:23, 24:4, 25:9, 29:18, 30:19, 33:2, 34:12, 34:16, 35:1 <b>cases</b> [1] - 23:12 <b>Casio</b> [6] - 4:4, 4:9, 10:25, 11:2 <b>categories</b> [9] - 14:6, 14:22, 17:7, 18:15, 18:17, 19:3, 19:4, 25:21, 26:4 <b>category</b> [1] - 26:9 <b>Cea</b> [1] - 30:12 <b>cell</b> [3] - 17:24, 19:10, 28:13 <b>cellular</b> [4] - 25:8, 28:1, 28:3, 28:4 <b>certain</b> [2] - 23:16, 35:2 <b>certainly</b> [2] - 27:2, 28:24 <b>Chad</b> [2] - 4:19, 11:21 <b>Chalsen</b> [2] - 6:3, 10:6 <b>chance</b> [3] - 13:13, 20:1, 22:18 <b>change</b> [3] - 18:6,	
<b>5</b>	<b>50</b> [1] - 22:24			
<b>6</b>	<b>6th</b> [2] - 14:7, 14:23			
<b>9</b>	<b>9</b> [1] - 1:16			
<b>A</b>	<b>a/k/a</b> [1] - 7:5 <b>Ab</b> [1] - 8:13 <b>able</b> [8] - 9:4, 13:8, 14:1, 17:18, 22:8, 28:23, 34:15, 34:21 <b>absolutely</b> [3] - 28:7, 30:3, 31:7 <b>absorb</b> [1] - 27:4 <b>access</b> [3] - 21:11, 21:19, 23:3 <b>accused</b> [5] - 19:8, 19:14, 23:17, 25:19, 27:24 <b>accusing</b> [1] - 27:5 <b>acknowledged</b> [1] - 17:25 <b>action</b> [2] - 12:23, 19:6 <b>Actions</b> [1] - 1:4 <b>actions</b> [1] - 9:11 <b>active</b> [1] - 29:20			

28:7 <b>Conference</b> <sup>[1]</sup> - 1:17 <b>conference</b> <sup>[2]</sup> - 34:10, 35:13 <b>Connolly</b> <sup>[2]</sup> - 8:12, 12:14 <b>consider</b> <sup>[1]</sup> - 19:3 <b>consistent</b> <sup>[1]</sup> - 14:23 <b>contact</b> <sup>[1]</sup> - 34:9 <b>containing</b> <sup>[1]</sup> - 19:4 <b>contend</b> <sup>[1]</sup> - 27:10 <b>contention</b> <sup>[1]</sup> - 15:7 <b>Continued</b> <sup>[7]</sup> - 2:1, 3:1, 4:1, 5:1, 6:1, 7:1, 8:1 <b>controversy</b> <sup>[1]</sup> - 17:10 <b>conversation</b> <sup>[2]</sup> - 26:2, 27:18 <b>Corp</b> <sup>[8]</sup> - 1:7, 2:17, 2:18, 5:7, 6:15, 6:21, 7:15, 12:16 <b>Corporation</b> <sup>[13]</sup> - 2:21, 2:21, 2:22, 3:7, 3:8, 3:12, 3:19, 5:6, 5:6, 5:12, 6:10, 7:21, 12:1 <b>corporation</b> <sup>[1]</sup> - 12:19 <b>correct</b> <sup>[1]</sup> - 15:8 <b>correction</b> <sup>[1]</sup> - 10:10 <b>correctly</b> <sup>[1]</sup> - 16:16 <b>correspondence</b> <sup>[3]</sup> - 13:11, 13:12, 23:13 <b>Corroon</b> <sup>[2]</sup> - 5:3, 7:7 <b>Counsel</b> <sup>[29]</sup> - 2:10, 2:17, 2:21, 3:7, 3:12, 3:18, 4:4, 4:9, 4:13, 4:17, 4:23, 5:4, 5:12, 5:16, 5:20, 5:24, 6:5, 6:10, 6:15, 6:19, 6:23, 7:5, 7:11, 7:15, 7:21, 8:7, 8:10, 8:13, 9:1 <b>counsel</b> <sup>[8]</sup> - 9:13, 9:17, 10:23, 11:12, 11:14, 11:15, 33:8, 35:8 <b>course</b> <sup>[2]</sup> - 27:18, 32:24 <b>Court</b> <sup>[61]</sup> - 1:1, 9:1, 9:19, 9:24, 10:14, 11:4, 11:8, 11:11, 11:14, 11:17, 11:24, 12:12, 12:17, 12:20, 13:1, 13:3, 13:22, 13:25, 14:16, 15:1, 15:10, 16:4, 16:11, 16:20, 17:14, 17:20, 18:6, 18:9, 18:14,	18:21, 19:21, 19:25, 20:7, 21:21, 22:11, 23:5, 23:8, 23:21, 24:11, 25:2, 25:5, 25:22, 25:25, 26:20, 26:24, 27:13, 31:6, 31:13, 31:18, 31:22, 31:24, 32:5, 32:13, 32:16, 33:23, 33:25, 34:2, 34:7, 34:11, 34:24, 35:9 <b>court</b> <sup>[2]</sup> - 8:25, 20:12 <b>Courts</b> <sup>[1]</sup> - 18:3 <b>criminal</b> <sup>[1]</sup> - 27:14 <b>Cross</b> <sup>[1]</sup> - 11:16 <b>current</b> <sup>[1]</sup> - 25:11 <b>customer</b> <sup>[4]</sup> - 14:2, 14:5, 14:20, 18:3 <b>customers</b> <sup>[2]</sup> - 21:6, 24:17  <b>D</b> <b>damage</b> <sup>[1]</sup> - 14:15 <b>damages</b> <sup>[1]</sup> - 21:17 <b>date</b> <sup>[3]</sup> - 14:25, 15:22, 21:18 <b>David</b> <sup>[4]</sup> - 2:9, 9:16, 10:18, 22:21 <b>days</b> <sup>[1]</sup> - 33:6 <b>deadline</b> <sup>[1]</sup> - 33:10 <b>decide</b> <sup>[1]</sup> - 21:1 <b>decision</b> <sup>[1]</sup> - 30:12 <b>default</b> <sup>[1]</sup> - 35:1 <b>defendant</b> <sup>[4]</sup> - 11:6, 29:16, 35:4 <b>defendant-by-defendant</b> <sup>[1]</sup> - 35:4 <b>defendants</b> <sup>[33]</sup> - 9:20, 9:22, 9:25, 10:18, 12:3, 12:7, 12:11, 12:14, 13:8, 14:2, 14:3, 14:5, 14:21, 15:9, 16:1, 16:21, 17:4, 17:5, 17:17, 17:23, 18:4, 18:13, 18:20, 18:23, 18:25, 20:4, 20:6, 20:15, 21:6, 21:7, 24:23, 28:15, 29:14 <b>Defendants</b> <sup>[2]</sup> - 1:9, 1:14 <b>defending</b> <sup>[1]</sup> - 32:8 <b>defense</b> <sup>[3]</sup> - 30:3, 33:8, 33:23 <b>defenses</b> <sup>[1]</sup> - 30:14 <b>defer</b> <sup>[1]</sup> - 32:1 <b>Degnan</b> <sup>[2]</sup> - 4:15, 11:1 <b>Delaware</b> <sup>[2]</sup> - 1:2,	1:16 <b>Dell</b> <sup>[12]</sup> - 5:4, 5:24, 10:2, 10:4, 25:4, 25:9, 25:10, 25:15, 25:17, 25:19, 26:24, 27:4 <b>Dells</b> <sup>[1]</sup> - 25:12 <b>detailed</b> <sup>[1]</sup> - 21:7 <b>devices</b> <sup>[1]</sup> - 26:15 <b>Diego</b> <sup>[1]</sup> - 6:18 <b>difference</b> <sup>[1]</sup> - 22:2 <b>differences</b> <sup>[2]</sup> - 18:7, 34:9 <b>different</b> <sup>[7]</sup> - 17:5, 22:1, 22:16, 26:6, 26:8, 26:21, 28:13 <b>digital</b> <sup>[3]</sup> - 25:8, 25:17 <b>dilemma</b> <sup>[1]</sup> - 25:20 <b>direction</b> <sup>[1]</sup> - 13:7 <b>directly</b> <sup>[1]</sup> - 15:3 <b>discovery</b> <sup>[10]</sup> - 14:4, 14:18, 19:11, 19:13, 23:22, 23:23, 28:8, 29:1, 31:14, 31:19 <b>discussed</b> <sup>[1]</sup> - 17:12 <b>discussion</b> <sup>[2]</sup> - 30:15, 34:14 <b>discussions</b> <sup>[1]</sup> - 33:7 <b>dispute</b> <sup>[5]</sup> - 13:14, 16:12, 16:24, 18:14, 24:9 <b>distressing</b> <sup>[1]</sup> - 32:25 <b>District</b> <sup>[8]</sup> - 1:1, 1:2, 3:3, 4:16, 5:11, 6:14, 7:14, 23:15 <b>diverse</b> <sup>[1]</sup> - 19:1 <b>done</b> <sup>[3]</sup> - 21:4, 28:5, 30:22 <b>door</b> <sup>[2]</sup> - 16:14, 31:8 <b>Dorfman</b> <sup>[2]</sup> - 5:14, 10:6 <b>down</b> <sup>[18]</sup> - 9:19, 14:15, 15:13, 15:19, 15:22, 15:24, 16:24, 21:7, 22:8, 22:24, 24:23, 24:24, 25:23, 27:3, 28:5, 28:9, 28:14, 29:3 <b>downs</b> <sup>[1]</sup> - 28:22 <b>draft</b> <sup>[1]</sup> - 20:11 <b>Duane</b> <sup>[2]</sup> - 7:13, 12:16 <b>Dunner</b> <sup>[2]</sup> - 5:10, 6:8 <b>Dvd</b> <sup>[1]</sup> - 25:8  <b>E</b> <b>easily</b> <sup>[1]</sup> - 27:4 <b>Eastman</b> <sup>[2]</sup> - 4:23,	11:22 <b>easy</b> <sup>[1]</sup> - 18:19 <b>eight</b> <sup>[4]</sup> - 17:6, 18:15, 18:17, 21:9 <b>Electrical</b> <sup>[1]</sup> - 3:19 <b>Electric</b> <sup>[2]</sup> - 5:7, 5:16 <b>Electrical</b> <sup>[1]</sup> - 3:18 <b>Electro</b> <sup>[2]</sup> - 5:6, 6:10 <b>Electro-optics</b> <sup>[2]</sup> - 5:6, 6:10 <b>electronics</b> <sup>[1]</sup> - 19:2 <b>Electronics</b> <sup>[3]</sup> - 5:7, 6:15, 12:1 <b>elements</b> <sup>[1]</sup> - 27:11 <b>Elkins</b> <sup>[1]</sup> - 5:22 <b>end</b> <sup>[2]</sup> - 14:12, 21:6 <b>ends</b> <sup>[1]</sup> - 35:13 <b>English</b> <sup>[5]</sup> - 7:14, 8:9, 12:1, 12:15 <b>entitled</b> <sup>[7]</sup> - 24:9, 28:1, 28:7, 28:12, 29:23, 31:19, 32:18 <b>Epson</b> <sup>[2]</sup> - 2:17, 10:21 <b>Ericsson</b> <sup>[3]</sup> - 8:13, 8:14, 12:14 <b>Esq</b> <sup>[41]</sup> - 1:22, 2:3, 2:5, 2:6, 2:6, 2:9, 2:13, 2:16, 2:20, 3:3, 3:6, 3:10, 3:14, 3:17, 4:3, 4:7, 4:7, 4:11, 4:15, 4:19, 4:21, 5:3, 5:10, 5:14, 5:19, 5:23, 6:3, 6:8, 6:13, 6:18, 6:22, 7:3, 7:7, 7:10, 7:14, 7:17, 7:20, 8:3, 8:6, 8:9, 8:12 <b>essence</b> <sup>[1]</sup> - 16:6 <b>essentially</b> <sup>[1]</sup> - 19:18 <b>et</b> <sup>[4]</sup> - 1:4, 1:8, 1:10, 1:13 <b>evaluate</b> <sup>[1]</sup> - 25:14 <b>exactly</b> <sup>[2]</sup> - 31:16, 31:17 <b>example</b> <sup>[2]</sup> - 18:24, 24:5 <b>exceeded</b> <sup>[1]</sup> - 9:3 <b>exclusively</b> <sup>[1]</sup> - 29:16 <b>excused</b> <sup>[1]</sup> - 11:18 <b>expect</b> <sup>[5]</sup> - 29:10, 29:20, 30:21, 33:14, 33:15 <b>expecting</b> <sup>[2]</sup> - 29:5, 34:14 <b>expedition</b> <sup>[3]</sup> - 19:19, 22:15, 23:1 <b>expense</b> <sup>[1]</sup> - 27:4 <b>explore</b> <sup>[1]</sup> - 29:19 <b>extent</b> <sup>[3]</sup> - 29:6,	29:15, 33:7  <b>F</b> <b>faced</b> <sup>[1]</sup> - 25:20 <b>fact</b> <sup>[3]</sup> - 15:15, 23:12, 27:5 <b>fairness</b> <sup>[1]</sup> - 18:13 <b>fall</b> <sup>[1]</sup> - 17:6 <b>far</b> <sup>[1]</sup> - 17:16 <b>Farabow</b> <sup>[2]</sup> - 5:10, 6:8 <b>fashion</b> <sup>[1]</sup> - 33:6 <b>Faulkner</b> <sup>[2]</sup> - 6:8, 10:8 <b>Federal</b> <sup>[1]</sup> - 30:11 <b>few</b> <sup>[3]</sup> - 13:7, 27:14, 33:6 <b>filed</b> <sup>[1]</sup> - 9:10 <b>filings</b> <sup>[1]</sup> - 14:25 <b>Film</b> <sup>[3]</sup> - 7:11, 7:12, 11:6 <b>fine</b> <sup>[3]</sup> - 10:1, 29:9, 31:15 <b>Finger</b> <sup>[3]</sup> - 3:14, 4:18, 10:17 <b>finite</b> <sup>[1]</sup> - 18:18 <b>Fink</b> <sup>[2]</sup> - 7:20, 12:4 <b>Finnegan</b> <sup>[2]</sup> - 5:10, 6:8 <b>firm</b> <sup>[5]</sup> - 9:12, 9:15, 12:25, 13:20, 17:9 <b>first</b> <sup>[17]</sup> - 9:10, 15:6, 16:15, 16:21, 16:25, 17:3, 20:15, 20:18, 25:12, 27:9, 29:2, 30:17, 30:18, 32:4, 32:6, 32:8, 33:2 <b>Fish</b> <sup>[4]</sup> - 4:2, 4:6, 4:11, 4:15 <b>fishing</b> <sup>[3]</sup> - 19:18, 22:15, 23:1 <b>Flock</b> <sup>[3]</sup> - 3:6, 12:18 <b>Florida</b> <sup>[1]</sup> - 6:22 <b>focusing</b> <sup>[1]</sup> - 17:16 <b>folks</b> <sup>[7]</sup> - 9:2, 9:6, 11:18, 30:6, 32:6, 33:8, 33:10 <b>following</b> <sup>[1]</sup> - 8:24 <b>forgotten</b> <sup>[1]</sup> - 23:6 <b>forth</b> <sup>[2]</sup> - 14:6, 14:22 <b>forthwith</b> <sup>[1]</sup> - 33:3 <b>forward</b> <sup>[8]</sup> - 13:9, 15:17, 27:22, 29:2, 30:20, 32:25, 33:3, 33:5 <b>four</b> <sup>[2]</sup> - 32:24, 34:5 <b>frame</b> <sup>[2]</sup> - 31:14, 31:17 <b>framed</b> <sup>[1]</sup> - 19:16 <b>framework</b> <sup>[1]</sup> - 24:3
--	---	--	--	---

<p><b>free</b> [1] - 34:12 <b>Friday</b>[1] - 1:16 <b>Friedlander</b>[2] - 8:3, 12:22 <b>front</b> [2] - 17:1, 33:1 <b>fronts</b> [1] - 28:19 <b>Fuji</b>[8] - 7:11, 7:12, 11:6, 16:1, 18:12, 18:14, 18:18, 19:1 <b>Fujitsu</b>[8] - 5:5, 5:5, 6:5, 6:5, 10:2, 10:5 <b>full</b> [1] - 35:3 <b>fully</b> [2] - 29:19, 34:14 <b>fundamental</b> [2] - 19:11, 20:23 <b>Furlow</b>[1] - 2:13 <b>future</b> [1] - 23:24</p>	<p><b>guys</b> [4] - 15:5, 29:11, 30:3, 30:17</p> <p style="text-align: center;"><b>H</b></p> <p><b>Hadley</b>[1] - 6:3 <b>Hails</b>[3] - 3:3, 12:8, 12:10 <b>Halkowski</b>[3] - 4:3, 10:24, 10:25 <b>handle</b> [2] - 13:5, 35:3 <b>hard</b> [3] - 20:3, 30:13, 34:5 <b>Harris</b>[2] - 4:21, 11:23 <b>Hartford</b>[2] - 7:5, 11:10 <b>Hartson</b>[2] - 2:15, 10:21 <b>Hastings</b>[1] - 6:17 <b>hear</b>[8] - 17:23, 18:19, 26:3, 30:21, 32:25, 33:14 <b>hearing</b> [4] - 31:3, 31:22, 33:5, 33:25 <b>Hearing</b>[1] - 19:25 <b>heart</b> [1] - 16:12 <b>held</b> [1] - 8:25 <b>help</b> [3] - 34:13, 35:4 <b>helpful</b> [1] - 34:6 <b>Henderson</b>[2] - 5:10, 6:8 <b>historical</b> [4] - 16:7, 24:19, 24:25, 31:4 <b>hit</b> [2] - 22:24, 23:3 <b>Hogan</b>[2] - 2:15, 10:21 <b>Hold</b>[1] - 25:25 <b>holding</b> [1] - 23:9 <b>Hollywood</b>[1] - 6:22 <b>Honeywell</b>[24] - 1:4, 1:10, 2:9, 2:10, 2:11, 9:9, 9:10, 9:17, 9:18, 18:1, 18:15, 19:7, 19:9, 19:15, 20:5, 22:22, 23:13, 27:24, 27:25, 29:20, 29:23, 30:17, 34:23, 34:24 <b>Honor</b>[47] - 9:8, 9:10, 9:21, 10:16, 10:20, 10:22, 10:24, 11:5, 11:9, 11:21, 11:25, 12:2, 12:6, 12:13, 12:15, 12:18, 12:21, 13:19, 13:23, 15:8, 16:6, 16:17, 16:22, 16:25, 17:22, 18:11, 18:22, 20:2, 21:3, 22:21, 23:11, 24:12, 25:3, 26:13, 27:1, 30:23, 31:3, 31:11,</p>	<p>31:23, 32:10, 33:22, 33:24, 34:1, 34:3, 34:19, 35:7, 35:12 <b>Honorable</b>[1] - 1:19 <b>hope</b> [2] - 17:23, 29:4 <b>hopefully</b> [1] - 33:12 <b>Horwitz</b>[13] - 5:3, 9:21, 10:1, 10:12, 16:22, 31:23, 31:25, 32:9, 32:15, 33:24 <b>Howrey</b>[1] - 6:12 <b>Hudnell</b>[2] - 4:7, 11:3 <b>hundreds</b> [3] - 19:5, 19:13, 19:20 <b>Hunsaker</b>[2] - 4:11, 11:2 <b>Hutz</b>[1] - 8:12</p>	<p>24:6 <b>incorporates</b> [1] - 31:14 <b>incorporating</b> [1] - 30:8 <b>individual</b> [2] - 15:19, 17:17 <b>individuals</b> [1] - 21:11 <b>Industrial</b> [1] - 3:19 <b>information</b> [19] - 14:10, 15:21, 16:7, 18:2, 20:4, 21:7, 21:15, 24:10, 24:25, 25:21, 25:24, 26:4, 26:5, 28:22, 29:23, 30:4, 32:11, 32:17, 34:23 <b>infringe</b> [8] - 15:5, 19:16, 20:20, 21:25, 24:7, 24:16, 28:2, 28:7 <b>infringed</b> [1] - 22:5 <b>infringement</b> [13] - 15:13, 15:20, 17:3, 17:9, 19:8, 19:14, 21:8, 22:25, 23:18, 27:5, 31:15, 34:17 <b>infringes</b> [4] - 20:24, 24:21, 27:8, 28:24 <b>infringing</b> [6] - 23:21, 24:13, 26:17, 28:5, 28:11, 30:18 <b>initial</b> [1] - 21:23 <b>Innovation</b> [1] - 23:14 <b>instance</b> [9] - 15:6, 16:21, 20:16, 20:19, 27:9, 29:2, 32:4, 32:8, 33:2 <b>instances</b> [1] - 15:13 <b>instead</b> [2] - 27:11, 27:19 <b>instructive</b> [1] - 23:14 <b>Intellectual</b> [2] - 2:11, 9:16 <b>intend</b> [1] - 33:8 <b>intermediate</b> [1] - 29:17 <b>International</b> [4] - 1:4, 1:10, 2:9, 2:11 <b>Internet</b> [1] - 25:13 <b>interrupt</b> [1] - 14:16 <b>interrupted</b> [2] - 26:20, 26:25 <b>intervention</b> [1] - 13:15 <b>introduced</b> [1] - 22:10 <b>investigate</b> [1] - 22:18 <b>involved</b> [2] - 23:16, 33:13 <b>Ip</b> [1] - 23:14</p>	<p><b>issue</b> [10] - 14:14, 15:25, 16:18, 17:15, 21:13, 21:15, 29:18, 30:17, 31:1, 32:21 <b>issues</b> [2] - 17:11, 27:15</p> <p style="text-align: center;"><b>J</b></p> <p><b>James</b>[2] - 8:12, 12:13 <b>Janofsky</b>[1] - 6:17 <b>Joe</b>[1] - 12:15 <b>John</b>[7] - 2:20, 3:6, 4:7, 9:11, 11:3, 12:6, 12:18 <b>Johnson</b>[2] - 4:7, 11:3 <b>joint</b> [1] - 33:12 <b>Jordan</b>[2] - 1:19, 9:1 <b>Joseph</b>[1] - 7:14 <b>judge</b> [1] - 29:9 <b>Judge</b>[1] - 9:1 <b>July</b>[1] - 18:2 <b>jump</b> [1] - 17:18 <b>junction</b> [1] - 29:10 <b>June</b>[1] - 13:11 <b>jurisdiction</b> [4] - 30:10, 30:14, 32:20, 32:21 <b>justifies</b> [2] - 19:13, 19:18</p> <p style="text-align: center;"><b>K</b></p> <p><b>Kaj</b>[2] - 1:8, 1:14 <b>Kaplan</b>[3] - 2:5, 9:15, 13:20 <b>Karen</b>[2] - 8:3, 12:21 <b>Katten</b>[1] - 5:14 <b>Katzenstein</b>[4] - 2:13, 2:13, 10:22, 10:23 <b>Kee</b>[2] - 6:13, 10:5 <b>keeping</b> [1] - 9:2 <b>Kelly</b>[2] - 4:11, 11:2 <b>Kent</b>[1] - 1:19 <b>Kenyon</b>[8] - 3:2, 3:5, 3:10, 12:19 <b>kind</b> [2] - 16:13, 17:14 <b>kinds</b> [1] - 28:13 <b>Kodak</b>[2] - 4:23, 11:22 <b>Korniczky</b>[2] - 6:18, 10:9 <b>Kyocera</b>[2] - 2:18, 10:21</p> <p style="text-align: center;"><b>L</b></p> <p><b>Lampert</b>[3] - 6:22, 10:10, 10:11 <b>language</b> [1] - 17:1</p>
--	---	---	--	--

<b>laptop</b> [3] - 19:10, 25:9, 25:10 <b>laptops</b> [1] - 25:12 <b>large</b> [2] - 21:5, 23:2 <b>Larry</b> [1] - 11:6 <b>last</b> [4] - 20:25, 27:23, 32:24, 34:5 <b>Lauren</b> [2] - 4:15, 11:1 <b>Lavar</b> [2] - 7:9, 11:7 <b>law</b> [1] - 28:19 <b>Lawrence</b> [2] - 7:10, 18:11 <b>Layton</b> [4] - 3:14, 4:18, 10:17, 11:22 <b>Lcd</b> [13] - 14:9, 14:11, 16:9, 19:4, 19:9, 20:16, 24:6, 27:10, 29:12, 29:25, 30:7, 31:11, 32:7 <b>Lcdcontaining</b> [1] - 19:4 <b>lead</b> [1] - 21:14 <b>learn</b> [1] - 20:10 <b>least</b> [1] - 18:5 <b>led</b> [2] - 32:3, 32:5 <b>legitimately</b> [1] - 27:21 <b>Lender</b> [1] - 10:18 <b>lens</b> [1] - 31:12 <b>letter</b> [1] - 13:9 <b>letting</b> [1] - 34:4 <b>Lewis</b> [2] - 4:7, 11:3 <b>liability</b> [1] - 14:14 <b>light</b> [1] - 31:11 <b>limit</b> [1] - 18:15 <b>limitations</b> [1] - 14:24 <b>Limited</b> [2] - 5:5, 6:5 <b>limited</b> [2] - 18:16, 18:17 <b>line</b> [14] - 9:6, 9:9, 9:11, 9:13, 9:15, 9:23, 10:1, 10:4, 11:1, 11:6, 11:22, 12:24, 22:16, 22:17 <b>lines</b> [4] - 13:5, 23:11, 24:2, 29:24 <b>list</b> [7] - 9:20, 9:23, 14:5, 14:19, 14:21, 16:7, 25:23 <b>Literally</b> [1] - 24:18 <b>literately</b> [1] - 19:3 <b>Lip</b> [11] - 2:5, 2:15, 4:21, 5:3, 5:10, 6:3, 6:8, 6:12, 6:17, 7:7, 7:9 <b>local</b> [4] - 10:23, 11:12, 11:14, 11:15 <b>Lodge</b> [1] - 8:12 <b>logjam</b> [2] - 14:1, 15:25	<b>look</b> [5] - 11:17, 13:12, 20:14, 24:20, 33:5 <b>looking</b> [2] - 21:16, 25:7 <b>Los</b> [1] - 2:16 <b>Ltd</b> [3] - 5:7, 5:16, 7:11 <b>Lueck</b> [32] - 2:5, 9:14, 13:20, 13:22, 13:23, 14:17, 14:19, 15:8, 15:11, 16:6, 16:16, 17:25, 20:1, 20:2, 21:3, 22:4, 22:19, 24:11, 24:12, 26:3, 26:11, 26:12, 26:21, 30:22, 30:23, 31:10, 31:16, 32:2, 32:12, 33:5, 33:21, 33:22	<b>M</b> <b>Maier</b> [2] - 5:18, 8:5 <b>main</b> [2] - 16:23, 17:15 <b>maker</b> [4] - 14:2, 14:8, 16:9, 29:24 <b>makers</b> [4] - 21:10, 24:15, 24:16, 26:18 <b>manageable</b> [1] - 24:4 <b>Manges</b> [2] - 3:16, 10:19 <b>manner</b> [1] - 31:14 <b>manufacture</b> [1] - 28:13 <b>manufactured</b> [1] - 14:11 <b>manufacturer's</b> [1] - 28:4 <b>manufacturers</b> [8] - 28:16, 29:6, 29:12, 29:21, 30:19, 31:2, 32:23, 34:17 <b>manufacturing</b> [1] - 21:6 <b>Margules</b> [2] - 8:3, 12:22 <b>marketed</b> [1] - 26:15 <b>marketers</b> [1] - 30:7 <b>Martin</b> [2] - 2:5, 9:14 <b>Marty</b> [1] - 13:20 <b>match</b> [1] - 14:11 <b>Matsushita</b> [7] - 3:18, 3:19, 10:17, 18:23, 19:1, 19:8, 22:12 <b>Matt</b> [1] - 9:14 <b>matter</b> [3] - 17:15, 19:11, 33:19 <b>Matthew</b> [1] - 2:6 <b>Mccarter</b> [2] - 8:9, 11:25 <b>Mcclelland</b> [2] - 5:18, 8:5	<b>Mccloy</b> [1] - 6:3 <b>mean</b> [7] - 22:8, 26:13, 28:3, 28:5, 31:8, 31:10, 32:16 <b>meant</b> [2] - 27:25, 32:10 <b>meet</b> [1] - 23:11 <b>meets</b> [1] - 27:10 <b>mentioned</b> [1] - 17:7 <b>merely</b> [1] - 19:17 <b>Merit</b> [1] - 1:25 <b>Michael</b> [5] - 5:14, 7:20, 8:12, 10:6, 12:4 <b>middle</b> [1] - 23:11 <b>might</b> [1] - 14:1 <b>Milbank</b> [1] - 6:3 <b>Miller</b> [3] - 2:5, 9:15, 13:20 <b>Minneapolis</b> [1] - 2:7 <b>Minnesota</b> [1] - 2:7 <b>minutes</b> [1] - 27:14 <b>misaligned</b> [1] - 31:12 <b>missing</b> [1] - 32:1 <b>misunderstood</b> [1] - 26:11 <b>mix</b> [1] - 30:6 <b>model</b> [13] - 14:9, 22:7, 22:17, 24:25, 26:7, 26:8, 26:14, 26:21, 27:10, 28:11, 28:24, 30:2 <b>models</b> [13] - 21:18, 21:20, 22:1, 23:4, 23:17, 23:20, 23:22, 23:25, 25:10, 25:11, 27:2, 27:3, 29:12 <b>module</b> [13] - 14:2, 14:8, 14:9, 16:8, 16:9, 20:17, 21:10, 24:15, 24:16, 26:18, 27:7, 27:10, 32:7 <b>modules</b> [16] - 14:11, 21:10, 24:6, 24:13, 24:14, 24:15, 24:16, 26:16, 26:19, 27:5, 29:13, 30:7, 31:2, 31:4, 31:5 <b>months</b> [5] - 13:7, 19:8, 23:4, 32:24, 34:6 <b>morning</b> [5] - 9:8, 9:13, 9:16, 13:23, 35:10 <b>Morris</b> [4] - 2:2, 7:13, 9:9, 12:16 <b>motion</b> [2] - 32:3, 32:5 <b>move</b> [1] - 33:3 <b>moved</b> [1] - 20:8 <b>moving</b> [4] - 13:9, 27:21, 32:25, 35:5	<b>Muchin</b> [1] - 5:14	<b>N</b> <b>name</b> [2] - 23:6, 23:9 <b>named</b> [1] - 12:23 <b>narrowed</b> [1] - 24:23 <b>narrower</b> [1] - 26:12 <b>Neal</b> [2] - 4:21, 11:23 <b>necessarily</b> [1] - 29:18 <b>need</b> [6] - 9:24, 16:13, 22:16, 32:18, 33:7, 34:22 <b>Nelson</b> [2] - 6:13, 10:5 <b>Neustadt</b> [2] - 5:18, 8:5 <b>New</b> [14] - 3:6, 3:11, 3:17, 4:8, 4:22, 6:4, 7:10, 11:7 <b>newer</b> [1] - 26:8 <b>next</b> [2] - 33:6, 34:15 <b>Nichols</b> [2] - 2:2, 9:9 <b>Nikon</b> [12] - 5:12, 10:2, 10:7, 16:1, 17:23, 18:1, 18:3, 18:5, 19:1, 34:20, 34:21 <b>Nokia</b> [5] - 4:4, 4:17, 10:25, 11:1, 16:2 <b>North</b> [4] - 5:7, 5:7, 5:16, 6:15 <b>Northern</b> [1] - 23:14 <b>Note</b> [1] - 8:24 <b>nothing</b> [1] - 19:25 <b>notice</b> [1] - 30:19 <b>nub</b> [1] - 17:10 <b>number</b> [7] - 9:22, 14:9, 16:9, 19:20, 21:5, 26:22, 33:13 <b>numbers</b> [5] - 22:7, 22:17, 24:25, 26:14, 26:15	12:6, 12:8, 12:9, 16:2 <b>One</b> [1] - 10:10 <b>one</b> [15] - 13:16, 14:17, 17:15, 19:10, 22:23, 23:12, 26:1, 27:8, 27:16, 28:9, 28:16, 29:21, 29:22, 30:24, 31:12 <b>ones</b> [3] - 14:13, 16:5, 22:7 <b>ooo</b> [1] - 8:22 <b>open</b> [1] - 8:25 <b>opportunity</b> [1] - 27:15 <b>optics</b> [2] - 5:6, 6:10 <b>Optrex</b> [3] - 8:7, 8:10, 12:22 <b>order</b> [5] - 13:15, 18:3, 27:23, 33:9, 33:16 <b>ordered</b> [2] - 17:14, 29:9 <b>originally</b> [1] - 23:19 <b>ought</b> [1] - 33:20 <b>outside</b> [1] - 17:13 <b>overseas</b> [3] - 14:12, 21:10, 30:7 <b>own</b> [1] - 32:8
					<b>P</b> <b>panel</b> [1] - 31:11 <b>part</b> [2] - 20:18, 32:7 <b>participate</b> [1] - 34:22 <b>particular</b> [2] - 27:9, 27:10 <b>particularly</b> [1] - 30:11 <b>parties</b> [5] - 18:7, 29:6, 30:5, 33:3, 33:13 <b>party</b> [1] - 29:17 <b>Pascale</b> [3] - 8:3, 12:21 <b>past</b> [6] - 15:15, 20:6, 21:22, 22:10, 26:1, 26:14 <b>patent</b> [2] - 14:24, 27:11 <b>patience</b> [1] - 9:4 <b>Paul</b> [1] - 6:17 <b>Pause</b> [3] - 13:2, 19:24, 31:21 <b>Pc</b> [6] - 4:2, 4:6, 4:11, 4:15, 5:18, 8:5 <b>Pdas</b> [2] - 25:8, 25:15 <b>Pentax</b> [4] - 7:21, 7:22, 12:3, 12:5 <b>people</b> [4] - 29:17, 30:12, 32:10, 32:19 <b>percent</b> [1] - 22:24	
				<b>O</b> <b>Oberts</b> [1] - 2:6 <b>obligation</b> [1] - 17:2 <b>Oblon</b> [2] - 5:18, 8:5 <b>Oblong</b> [1] - 12:24 <b>October</b> [2] - 14:7, 14:23 <b>odds</b> [1] - 13:11 <b>offered</b> [2] - 15:22, 24:19 <b>often</b> [1] - 21:19 <b>Ollis</b> [2] - 8:6, 12:24 <b>Olsen</b> [3] - 8:12, 12:13 <b>Olympus</b> [8] - 2:21, 2:21, 3:12, 3:12,		



percentage [1] - 23:3  
 perhaps [3] - 10:18, 19:5, 19:13  
 period [1] - 17:8  
 permission [1] - 34:7  
 personal [2] - 30:14, 32:21  
 perspective [1] - 23:12  
 Phil [1] - 11:5  
 Philip [1] - 7:7  
 Philips [4] - 5:7, 6:15, 10:3, 10:5  
 phone [2] - 17:24, 33:21  
 phones [6] - 19:10, 25:8, 28:1, 28:3, 28:4, 28:13  
 Photo [3] - 7:11, 7:12, 11:6  
 pieces [1] - 29:22  
 Pittsford [1] - 4:22  
 place [5] - 13:15, 32:6, 33:9, 33:16, 33:17  
 plaintiff [8] - 9:7, 9:17, 17:3, 17:9, 17:12, 18:8, 23:19, 24:1  
 plaintiffs [4] - 12:23, 13:8, 13:17, 24:9  
 Plaintiffs [2] - 1:5, 1:11  
 plaintiffs' [1] - 35:8  
 plan [2] - 30:5, 30:22  
 play [1] - 30:13  
 players [1] - 25:9  
 playing [1] - 30:10  
 Plc [1] - 7:19  
 pleading [1] - 21:12  
 Poff [3] - 7:17, 12:2  
 point [6] - 15:6, 17:18, 22:13, 22:14, 22:23, 35:2  
 points [1] - 13:14  
 portable [1] - 25:8  
 posed [1] - 32:12  
 position [2] - 15:3, 33:15  
 positions [1] - 26:1  
 possible [1] - 24:5  
 Potter [3] - 5:3, 7:7, 9:22  
 premise [2] - 20:8, 20:23  
 prepared [1] - 29:7  
 present [3] - 14:8, 14:23, 24:8  
 pretty [1] - 13:7  
 problem [4] - 20:22, 24:14, 32:2, 34:12  
 proceed [1] - 33:8

proceeding [1] - 27:14  
 proceedings [1] - 8:24  
 product [2] - 15:14, 15:18, 16:9, 16:10, 18:18, 20:5, 20:19, 21:9, 22:2, 22:15, 22:16, 22:17, 22:18, 26:5, 26:6, 26:9, 26:10, 29:24, 29:25, 30:1, 32:8  
 Products [2] - 5:5, 6:5  
 products [52] - 14:5, 14:9, 14:12, 14:21, 14:25, 15:5, 15:12, 15:15, 15:23, 16:8, 17:6, 19:2, 19:4, 19:6, 19:7, 19:10, 19:12, 19:14, 19:16, 19:17, 19:18, 19:19, 21:5, 21:24, 21:25, 22:5, 22:6, 22:9, 23:1, 23:2, 23:24, 23:25, 24:5, 24:7, 24:14, 24:17, 24:19, 24:24, 25:7, 26:4, 26:9, 26:16, 27:7, 27:25, 28:6, 28:8, 29:12, 29:13, 29:24, 30:9, 31:4, 32:19  
 progress [3] - 13:24, 16:3, 16:18  
 prompts [1] - 28:23  
 proper [1] - 29:14  
 Properties [1] - 2:11  
 Property [1] - 9:16  
 provide [3] - 16:7, 20:4, 24:3  
 provided [1] - 34:22  
 purchase [3] - 22:8, 25:13, 27:4  
 purchased [1] - 15:12  
 put [2] - 27:23, 33:16  
 putting [1] - 29:16

## Q

queue [1] - 9:3  
 quoted [1] - 17:1

## R

raised [1] - 17:12  
 range [1] - 21:5  
 ranges [1] - 21:9  
 rapidly [1] - 21:19  
 rate [2] - 22:24, 22:25  
 rather [1] - 27:6  
 reach [1] - 17:8  
 read [1] - 18:3  
 readily [1] - 25:13

ready [2] - 33:16, 34:13  
 real [2] - 18:6, 20:22  
 realize [1] - 10:13  
 really [5] - 15:24, 16:11, 16:13, 16:24, 29:2  
 reason [1] - 14:10  
 reasonable [1] - 24:3  
 reasonably [1] - 21:14  
 reasons [1] - 29:21  
 rebut [1] - 20:1  
 received [1] - 13:9  
 recognizing [1] - 30:24  
 records [1] - 21:20  
 recover [1] - 21:17  
 Redwood [1] - 4:12  
 regarding [1] - 31:3  
 Registered [1] - 1:25  
 relative [1] - 21:16  
 reluctance [1] - 20:17  
 remember [1] - 30:12  
 report [1] - 34:8  
 Reporter [1] - 1:25  
 Reporters [1] - 8:24  
 reporting [1] - 33:11  
 represent [1] - 9:6  
 request [1] - 35:5  
 require [1] - 28:20  
 required [1] - 27:24  
 requires [1] - 28:19  
 requiring [1] - 28:25  
 resellers [1] - 32:11  
 reselling [2] - 32:7  
 resells [1] - 25:17  
 resolve [4] - 14:1, 16:17, 18:7, 27:15  
 resolved [4] - 13:14, 15:25, 16:5, 18:1  
 resolving [2] - 16:2, 16:18  
 respect [2] - 28:8, 35:1  
 respond [3] - 15:3, 32:12, 35:11  
 responded [1] - 17:13  
 response [4] - 15:10, 15:11, 15:24, 22:20  
 Reston [2] - 6:9, 7:20  
 result [1] - 26:2  
 results [1] - 15:24  
 retailers [1] - 29:16  
 Rich [4] - 9:21, 12:9, 16:22, 31:25  
 Richard [4] - 3:10, 5:3, 11:22, 12:7  
 Richards [3] - 3:14, 4:18, 10:17

Richardson [4] - 4:2, 4:6, 4:11, 4:15  
 Rick [2] - 10:4, 25:3  
 Rizz [8] - 3:17, 10:18, 18:22, 23:7, 23:8, 23:10  
 road [1] - 14:15  
 Robert [5] - 2:13, 2:16, 3:3, 10:20, 10:22  
 Roberts [1] - 9:14  
 Robins [3] - 2:5, 9:15, 13:20  
 Roch [5] - 7:3, 11:9, 11:13, 11:15  
 Roderick [1] - 5:23  
 roll [1] - 9:5  
 room [1] - 23:11  
 Rosati [4] - 3:10, 12:7, 12:9  
 Rosenman [1] - 5:14  
 Rosenthal [4] - 7:10, 11:7, 18:11, 18:12  
 Rovner [3] - 7:7, 11:5  
 Rule [1] - 21:12  
 run [1] - 33:2

## S

Sachnoff [1] - 7:3  
 Samsung [4] - 5:8, 6:19, 10:2, 10:9  
 San [1] - 6:18  
 Sanyo [6] - 5:6, 5:7, 5:16, 5:16, 10:3, 10:6  
 satisfied [3] - 21:12, 21:23  
 satisfy [1] - 18:19  
 schedule [2] - 33:17, 34:16  
 scheduling [3] - 13:15, 33:9, 33:15  
 Schlier [2] - 5:19, 10:7  
 scope [1] - 17:13  
 Scott [3] - 6:22, 10:10, 10:12  
 Sdi [4] - 5:8, 6:19, 10:2, 10:9  
 seek [1] - 26:13  
 Seiko [2] - 2:17, 10:21  
 sellers [1] - 29:17  
 sells [1] - 25:16  
 send [1] - 15:23  
 sense [2] - 18:24, 23:16  
 sensible [1] - 30:5  
 separate [1] - 9:11  
 September [1] - 1:16  
 set [5] - 14:6, 14:22,

29:11, 33:10, 34:16  
 Shandler [3] - 4:19, 11:21  
 Shaw [4] - 2:20, 12:6, 12:10  
 shifted [2] - 26:2, 27:18  
 shifting [1] - 19:11  
 short [2] - 13:16, 34:24  
 show [1] - 21:20  
 showing [1] - 21:4  
 shy [1] - 17:21  
 side [2] - 30:3, 33:23  
 side's [1] - 15:3  
 similar [8] - 23:15, 24:14, 26:17, 31:5, 31:7, 31:8, 31:9, 31:11  
 similarly [1] - 18:25  
 Simon [2] - 6:12, 11:16  
 simply [1] - 21:19  
 single [3] - 15:18, 18:18  
 situated [1] - 18:25  
 six [8] - 14:24, 19:3, 19:19, 20:25, 21:17, 23:4, 25:10, 27:2  
 Slifkin [2] - 4:21, 11:23  
 Smith [1] - 2:13  
 snapshot [1] - 13:24  
 sold [4] - 14:5, 14:13, 14:21, 20:6  
 somewhat [1] - 23:15  
 Sony [10] - 2:21, 2:22, 3:7, 8:13, 8:14, 12:7, 12:10, 12:14, 12:19  
 sorry [4] - 10:12, 14:16, 23:5, 32:9  
 sort [1] - 19:10  
 sound [1] - 23:2  
 source [1] - 31:11  
 span [1] - 19:2  
 speaking [1] - 13:17  
 specific [15] - 15:13, 17:19, 18:2, 22:7, 23:18, 23:20, 23:25, 24:6, 24:23, 26:5, 26:14, 28:6, 28:23, 29:11, 31:15  
 specifically [3] - 14:18, 17:5, 27:24  
 specified [2] - 22:6, 26:10  
 spite [1] - 13:6  
 Spivack [1] - 12:24  
 Spivak [2] - 5:18, 8:5  
 squarely [1] - 19:15  
 Stacie [2] - 2:6, 9:14

<b>Stargatt</b> <sup>[2]</sup> - 2:19, 7:17 <b>start</b> <sup>[4]</sup> - 9:7, 9:19, 20:8, 20:13 <b>States</b> <sup>[6]</sup> - 1:1, 14:6, 14:13, 14:22, 26:19, 30:8 <b>statute</b> <sup>[1]</sup> - 14:24 <b>stay</b> <sup>[8]</sup> - 18:4, 18:6, 18:7, 29:22, 32:3, 32:5, 35:3 <b>step</b> <sup>[2]</sup> - 34:15, 34:21 <b>Stephen</b> <sup>[4]</sup> - 3:17, 6:18, 10:9, 18:22 <b>Steve</b> <sup>[2]</sup> - 10:18, 23:7 <b>Steven</b> <sup>[1]</sup> - 1:22 <b>still</b> <sup>[5]</sup> - 13:8, 13:11, 18:13, 26:1, 34:8 <b>straightens</b> <sup>[1]</sup> - 29:4 <b>Stroock</b> <sup>[4]</sup> - 7:9, 11:7 <b>structured</b> <sup>[1]</sup> - 23:23 <b>structuring</b> <sup>[1]</sup> - 24:2 <b>stuff</b> <sup>[1]</sup> - 20:24 <b>submission</b> <sup>[1]</sup> - 33:12 <b>submissions</b> <sup>[1]</sup> - 17:12 <b>subsequent</b> <sup>[1]</sup> - 28:10 <b>suit</b> <sup>[2]</sup> - 29:14, 34:17 <b>summarized</b> <sup>[1]</sup> - 16:17 <b>suppliers</b> <sup>[1]</sup> - 19:9 <b>supposed</b> <sup>[1]</sup> - 32:23 <b>system</b> <sup>[1]</sup> - 20:9	<b>Thomas</b> <sup>[3]</sup> - 2:3, 4:3, 8:9 <b>thoroughly</b> <sup>[1]</sup> - 22:18 <b>thousand</b> <sup>[2]</sup> - 19:5, 19:13 <b>three</b> <sup>[6]</sup> - 16:1, 19:7, 19:12, 19:18, 28:14, 34:5 <b>tie</b> <sup>[1]</sup> - 26:18 <b>tied</b> <sup>[1]</sup> - 26:13 <b>today</b> <sup>[5]</sup> - 9:10, 17:12, 17:24, 29:19, 33:11 <b>together</b> <sup>[2]</sup> - 13:6, 29:11 <b>Tom</b> <sup>[5]</sup> - 9:8, 10:24, 11:25, 13:19, 34:3 <b>took</b> <sup>[1]</sup> - 15:2 <b>tore</b> <sup>[2]</sup> - 28:9, 28:13 <b>torn</b> <sup>[3]</sup> - 15:13, 21:6, 24:24 <b>Toshiba</b> <sup>[5]</sup> - 5:6, 5:20, 10:2, 10:7 <b>total</b> <sup>[1]</sup> - 25:11 <b>transcript</b> <sup>[1]</sup> - 17:2 <b>transition</b> <sup>[2]</sup> - 14:1, 35:2 <b>transitioned</b> <sup>[1]</sup> - 34:16 <b>try</b> <sup>[2]</sup> - 20:5, 30:5 <b>trying</b> <sup>[1]</sup> - 27:19 <b>Tunnell</b> <sup>[1]</sup> - 2:2 <b>Tweek</b> <sup>[1]</sup> - 6:3 <b>two</b> <sup>[6]</sup> - 9:10, 19:10, 28:16, 31:12, 33:11, 34:8 <b>type</b> <sup>[1]</sup> - 24:10 <b>types</b> <sup>[1]</sup> - 22:6 <b>Typically</b> <sup>[1]</sup> - 11:17	<b>upset</b> <sup>[1]</sup> - 30:9 <b>urgency</b> <sup>[1]</sup> - 33:20 <b>Usa</b> <sup>[2]</sup> - 7:12, 7:22 <b>Usdcj</b> <sup>[1]</sup> - 1:19 <b>utilize</b> <sup>[1]</sup> - 24:6	<b>wronged</b> <sup>[1]</sup> - 20:11 <b>Wyatt</b> <sup>[1]</sup> - 7:17
<b>T</b>		<b>V</b>	
<b>Taylor</b> <sup>[2]</sup> - 2:19, 7:17 <b>tear</b> <sup>[8]</sup> - 15:19, 15:22, 15:24, 22:8, 22:24, 27:3, 28:5, 28:22 <b>tear-down</b> <sup>[4]</sup> - 15:24, 22:24, 27:3, 28:5 <b>tear-downs</b> <sup>[1]</sup> - 28:22 <b>technology</b> <sup>[2]</sup> - 26:17 <b>telephone</b> <sup>[2]</sup> - 13:4, 34:10 <b>Telephone</b> <sup>[2]</sup> - 1:17, 35:13 <b>television</b> <sup>[1]</sup> - 23:20 <b>televisions</b> <sup>[3]</sup> - 23:17, 23:22, 24:1 <b>terms</b> <sup>[1]</sup> - 27:19 <b>Texas</b> <sup>[1]</sup> - 5:23 <b>thinking</b> <sup>[3]</sup> - 20:21, 29:4, 30:13 <b>third</b> <sup>[1]</sup> - 29:17 <b>third-party</b> <sup>[1]</sup> - 29:17		<b>various</b> <sup>[2]</sup> - 22:1, 23:17 <b>versa</b> <sup>[1]</sup> - 27:12 <b>vice</b> <sup>[1]</sup> - 27:12 <b>vice-versa</b> <sup>[1]</sup> - 27:12 <b>video</b> <sup>[1]</sup> - 25:17 <b>view</b> <sup>[1]</sup> - 21:16 <b>Vinson</b> <sup>[1]</sup> - 5:22 <b>Virginia</b> <sup>[4]</sup> - 5:19, 6:9, 7:20, 8:6	
<b>U</b>		<b>W</b>	
<b>ultimately</b> <sup>[1]</sup> - 14:15 <b>unable</b> <sup>[2]</sup> - 15:14, 16:3 <b>uncover</b> <sup>[1]</sup> - 20:5 <b>under</b> <sup>[3]</sup> - 18:4, 22:25, 26:15 <b>unilateral</b> <sup>[1]</sup> - 27:6 <b>United</b> <sup>[6]</sup> - 1:1, 14:6, 14:13, 14:21, 26:19, 30:8 <b>unless</b> <sup>[1]</sup> - 11:18 <b>unreasonable</b> <sup>[1]</sup> - 24:8 <b>unwillingness</b> <sup>[1]</sup> - 20:18 <b>up</b> <sup>[7]</sup> - 14:11, 14:20, 16:20, 22:13, 30:4, 32:17, 32:18		<b>Wade</b> <sup>[3]</sup> - 3:14, 10:16 <b>wait</b> <sup>[1]</sup> - 20:7 <b>waiting</b> <sup>[1]</sup> - 9:2 <b>Walker</b> <sup>[1]</sup> - 6:17 <b>Walsh</b> <sup>[3]</sup> - 8:9, 11:25 <b>wants</b> <sup>[2]</sup> - 16:20, 17:20 <b>Washington</b> <sup>[5]</sup> - 3:3, 4:16, 5:11, 6:14, 7:14 <b>Weaver</b> <sup>[1]</sup> - 7:3 <b>week</b> <sup>[1]</sup> - 30:23 <b>week's</b> <sup>[1]</sup> - 25:14 <b>weeks</b> <sup>[2]</sup> - 33:11, 34:8 <b>weigh</b> <sup>[1]</sup> - 25:6 <b>Weil</b> <sup>[5]</sup> - 3:16, 10:19, 18:23, 22:12, 23:7 <b>White</b> <sup>[1]</sup> - 6:12 <b>who-goes-first</b> <sup>[1]</sup> - 30:17 <b>wholesale</b> <sup>[1]</sup> - 22:15 <b>wide</b> <sup>[1]</sup> - 21:5 <b>wild</b> <sup>[1]</sup> - 23:1 <b>William</b> <sup>[1]</sup> - 3:14 <b>Williams</b> <sup>[7]</sup> - 5:23, 10:4, 25:3, 25:6, 25:23, 27:1 <b>willing</b> <sup>[1]</sup> - 29:6 <b>Wilmington</b> <sup>[1]</sup> - 1:16 <b>Wintek</b> <sup>[4]</sup> - 5:6, 6:10, 10:3, 10:7 <b>Wireless</b> <sup>[2]</sup> - 2:18, 10:21 <b>wondering</b> <sup>[1]</sup> - 34:7 <b>Woods</b> <sup>[2]</sup> - 2:6, 9:14 <b>works</b> <sup>[2]</sup> - 20:10, 21:2 <b>wrestle</b> <sup>[1]</sup> - 20:7	
<b>Y</b>		<b>years</b> <sup>[5]</sup> - 14:24, 19:4, 19:19, 20:25, 21:18 <b>York</b> <sup>[16]</sup> - 3:6, 3:11, 3:17, 4:8, 4:22, 6:4, 6:8, 7:10, 10:8, 11:7 <b>Young</b> <sup>[3]</sup> - 2:19, 7:17, 12:2 <b>yourself</b> <sup>[1]</sup> - 11:19	

# **EXHIBIT E**

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ATTORNEYS AT LAW

**MATTHEW L. WOODS**  
(612) 349-8272

May 18, 2005

**Via E-Mail**

ALL COUNSEL OF RECORD  
PER THE ATTACHED LIST

Re: Honeywell International Inc., et al. v. Audiovox Communications Corp., et al.  
Court File No. C.A. 04-1337-KAJ  
Honeywell International Inc., et al. v. Apple Computer, Inc., et al.  
Court File No. C.A. No. 04-1338-KAJ  
Optrex America, Inc. v. Honeywell International Inc., et al.  
Civil Action No. 04-1536 (KAJ)  
Our File No. 019896.0229

Dear Counsel:

As you know, in less than 30 days, the parties must report back to Judge Jordan on a plan for implementing some form of stay with regard to the end-product manufacturers. We heard Judge Jordan to be expecting the parties to find an effective way to substitute the LCD module suppliers for the end-product manufacturers, and to do so in a time frame which gets the case trial ready in less than 24 months.

We have a number of thoughts regarding these directives, but need the following information to formulate a proper plan. Given Judge Jordan's clear direction on the trial date, all parties would be ill-served if the remaining LCD module suppliers are not promptly brought into this case. To this end, we need to have your answers to the following issues:

1. Certain Named Defendants have identified their LCD module suppliers; most have not. For those who have provided this information, please confirm that it accurately reflects not only the current situation, but also the situation over the past six (6) years. For those who have not provided this information, please do so to the same extent. This information was requested in Interrogatories Nos. 1-3 that were served upon each defendant in April.
2. We also need a list of model numbers for the modules used in the accused products. This information was also requested in the recent discovery. Based upon the affidavits that were filed in the recent motion practice, some defendants have already conducted a survey of their activities and compiled this information (e.g., Declaration of Yoshimitsu Enomoto on behalf of Olympus Corporation, ¶ 6). We presume that even those defendants who chose not to identify their suppliers must have already conducted similar



ALL COUNSEL OF RECORD

May 18, 2005

Page 2

compilations, given the tenor of the motion practice. Please provide such information as soon as possible so we can give it due consideration in our discussions leading up to June 15th.

3. The stay does not apply to those entities which are “hybrids” (i.e., they manufacture both LCDs and end-products), to the extent of their LCD supplying activities. A number of the movants have pointed to Casio, Sony, Toshiba, Sanyo, Fuji, and Matsushita as such hybrids. Please let us know whether you agree with this list. We also ask Sony to clarify whether it is responsible for the activities of ST-LCD, and Toshiba to clarify whether it is responsible for the activities of TMD Display.
4. A number of the movants have referenced the existence of certain indemnification agreements between themselves and their suppliers, agreements which could serve as a basis for asserting jurisdiction over the suppliers. Please identify all such indemnification agreements and describe what steps the Named Defendants will undertake to implead their module suppliers. Given the Court’s comments, we will stipulate to the filing and service of such third-party complaints, and will seek the Court’s expeditious granting of all such motions. Alternatively, LCD module suppliers could simply intervene, as did Seiko Epson. To the extent an LCD module supplier is willing to intervene, we submit that there is no reason to delay such intervention; their presence prior to the deadline will serve to narrow the issues for June 15th. Please identify those of your suppliers that will join Optrex and Seiko Epson in this suit.

Ultimately, we are concerned that, despite the motion practice, only two LCD module suppliers have voluntarily appeared in this case (Optrex and Seiko Epson). If the remaining LCD module suppliers are not brought into the case, Honeywell faces palpable and immediate prejudice that will render any stay unworkable.

5. Judge Jordan’s Order references separate trials between the LCD manufacturers and the non-manufacturers. In this regard, we expect that the Named Defendants are willing to accept and be bound by any judgment against the LCD module suppliers with respect to infringement, validity and unenforceability. Please confirm this point, as it has a material impact on the scope and structure of any stay.
6. Finally, we disagree with certain statements made by certain parties which suggested that Honeywell has not identified the bases for its infringement claim. As you know, beginning last year, Honeywell has always informed any inquiring party as to the bases for its infringement charge. At our meet and confer on April 27th in New York, I reiterated Honeywell’s offer to do so and a number of parties have availed themselves of that opportunity. I will once again confirm Honeywell’s willingness to identify the bases of its infringement to any party who has not so previously requested. In the meantime, once the Named Defendants provide the information discussed in paragraphs 1 and 2 above, Honeywell will “translate” this information so it is meaningful to the LCD module suppliers. The Court recognized Honeywell’s right to use discovery to gather

ALL COUNSEL OF RECORD

May 18, 2005

Page 3

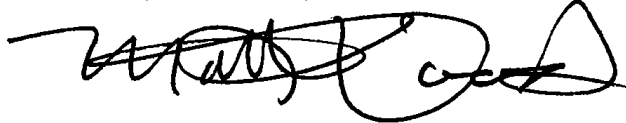
information regarding the full scope of infringement, and Honeywell's first round of discovery was tailored for that specific purpose. We will work with the LCD suppliers to provide a comprehensive list of accused products once information is provided regarding the identity and configuration of their LCD modules.

In order to meet the June 15th deadline, I would ask that each of the Named Defendants provide me with its thoughts on these questions by Wednesday, May 25, 2005. Honeywell can then provide a formal proposal to all parties by the following Wednesday, June 1, 2005. The Named Defendants can respond the following Wednesday, June 8th and we can set a teleconference for June 10th to discuss the proposals. This schedule should provide sufficient time for the parties to finalize a document in time for the June 15th deadline.

I look forward to hearing from you.

Very truly yours,

ROBINS, KAPLAN, MILLER & CIRESI L.L.P.

A handwritten signature in black ink, appearing to read 'Matthew L. Woods', with a large, stylized loop at the end.

Matthew L. Woods

MLW/ms

c: Martin R. Lueck, Esq.  
Thomas G. Grimm, Esq. (via e-mail)  
Steven J. Balick, Esq. (via e-mail)

ALL COUNSEL OF RECORD

May 18, 2005

Page 4

bc: Anthony A. Froio, Esq.  
Marc N. Henschke, Esq.  
Stacie E. Oberts, Esq.

**From:** Mary Ann Schumacher  
**To:** Apple, Optrex Counsel; Audiovox Counsel  
**Date:** 5/18/2005 5:16:04 PM  
**Subject:** Honeywell v. Apple Computer, et al., Audiovox Corporation, et al. and Optrex v. Honeywell, et al.

Dear Counsel:

Attached is correspondence from Matthew L. Woods regarding the above matters.

Mary Ann Schumacher  
Legal Administrative Assistant  
to Matthew L. Woods and  
Sonya C. Seidl

612-349-8552  
fax: 612-339-4181  
e-mail: maschumacher@rkmc.com

**CC:** Lueck, Martin R.; sbalick@ashby-geddes.com; tgrimm@mnat.com; Woods, Matthew L.

# EXHIBIT F

## FULLY REDACTED

## **EXHIBIT G**

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ATTORNEYS AT LAW

MATTHEW L. WOODS  
(612) 349-8272

December 21, 2005

**Via E-Mail**

TO: ALL COUNSEL OF NEWLY NAMED DEFENDANTS

Re: Honeywell International Inc., et al. v. Audiovox Communications Corp., et al.  
Court File No. C.A. 04-1337-KAJ  
Honeywell International Inc., et al. v. Apple Computer, Inc., et al.  
Court File No. C.A. No. 04-1338-KAJ  
Optrex America, Inc. v. Honeywell International Inc., et al.  
Civil Action No. 04-1536 (KAJ)  
Our File No. 019896.0229

Dear Counsel:

As the deadline for the January 9th progress approaches, I want to summarize the issues Honeywell identified during our teleconference last Thursday, December 15th. This summary is intended to assist you in your collective discussions, especially insofar as there was little engagement on these topics during that conference.

The Court's October 7th Order requires us to "report on progress toward a establishing a schedule for bringing to trial claims against manufacturers." October 7 Order, ¶ 6. It is Honeywell's intent to provide the Court with a report that not merely explains the status of which defendants have waived service, but also identifies those issues which need to be addressed in order to develop an effective and orderly schedule. With that charge in mind, Honeywell raised the following issues at the teleconference:

**Impact of 35 U.S.C. § 271:**

At the outset, there is a threshold issue as to whether any of the defendants dispute that Honeywell's claims can be brought to trial against them because of any territorial limitations of 35 U.S.C. § 271. Honeywell believes this threshold issue must be resolved as soon as possible, in order to avoid wasteful or duplicative proceedings. Depending upon the extent that this becomes an issue, it is Honeywell's view that the "customer" defendants may need to become

TO: ALL COUNSEL OF NEWLY NAMED DEFENDANTS

December 21, 2005

Page 2

more actively involved in this first stage of the case. While Honeywell offered several concepts for addressing the situation, it clearly reserves all its rights until the defendants have weighed in on this issue, something which they were not prepared to do on the 15th.

**Progress of Discovery:**

We discussed a number of issues relating to the progress of discovery. Honeywell's basic position is that, as to any individual defendant, the discovery should not be burdensome. Honeywell's '371 patent is straightforward and, assuming defendants identify all modules using the Accused Structure (and produce documents regarding those modules), depositions could be accomplished under a set hourly approach (e.g., each defendant shall make its witness available for "x" hours of deposition). We envision that discovery of the defendants could proceed along essentially parallel tracks.

More fundamental questions concern coordination of discovery and logistics for depositions, given the number of defendants. For example, and without exclusion, some topics discussed during our teleconference include:

- Whether foreign defendants will make witnesses available in a mutually agreeable geographic location, thereby avoiding the need to resort to U.S. Embassies, which can substantially delay and complicate the taking of depositions?
- Whether defendants will desire to attend depositions of co-defendant competitors, and whether co-defendant competitors will object to such attendance, and the impact this dynamic has on scheduling of depositions?
- Whether the defendants will develop their legal positions and conduct their discovery of Honeywell under the "lead counsel" approach discussed in the Manual for Complex Litigation, so as to avoid duplicative briefing and duplicative discovery demands upon Honeywell?
- Methodology and timing for document production and privilege logs, especially as it may relate to any joint defense privilege asserted by defendants?
- One additional issue not discussed on the 15th is the extent to which parties anticipate needing third party discovery, which could impact the schedule. Honeywell expects this will largely be driven by the contours of any affirmative defenses raised by defendants.



TO: ALL COUNSEL OF NEWLY NAMED DEFENDANTS

December 21, 2005

Page 3

**Protective Order:**

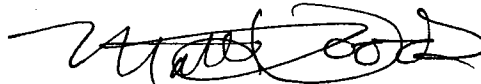
Honeywell is not an active participant in the market for portable consumer electronics. Although Honeywell agrees that a protective order should be in place, the competitive nature of one defendant *vis a vis* the other defendants will likely drive the details of a protective order. Back in April, we had circulated a draft protective order for defendants' consideration. As we discussed, we have re-circulated that draft for your renewed consideration.

\* \* \*

If any of the defendants have views on these issues that they wish to communicate prior to January 9th, please forward them as soon as possible. Given that the defendants have offered no meaningful engagement on these issues at this time, we think it likely that each side will file its own status report with the Court. Moreover, until there has been a comprehensive exchange of ideas regarding establishing a schedule for bringing Honeywell's claims to trial, Honeywell reserves the right to raise all issues relevant to that subject.

Very truly yours,

ROBINS, KAPLAN, MILLER & CIRESI L.L.P.

A handwritten signature in black ink, appearing to read "Matthew Woods", written over a horizontal line.

Matthew L. Woods

MLW/ms

c: Thomas G. Grimm, Esq. (via e-mail)  
John G. Day, Esq. (via e-mail)  
Steven J. Balick, Esq. (via e-mail)  
Stacie E. Oberts, Esq. (via e-mail)

## Schumacher, Mary Ann

---

**From:** Schumacher, Mary Ann  
**Sent:** Wednesday, December 21, 2005 3:33 PM  
**To:** 'hu@tphm.com'; 'gorourke@cblh.com'; 'O'Brien, Kevin M'; 'jjohnson@fr.com'; 'dhben-meir@hhlaw.com'; 'Siegal, Matthew'; 'Irosenthal@stroock.com'; 'neil.sirota@bakerbotts.com'; 'robert.scheinfeld@bakerbotts.com'; 'marsden@fr.com'; 'steven.rizzi@weil.com'; 'aollis@oblon.com'; 'grimaldia@howrey.com'; 'terrygarnett@paulhastings.com'; 'peterwied@paulhastings.com'; 'halkowski@fr.com'; 'dmargules@bmf-law.com'; 'jseaman@bmf-law.com'; 'provner@potteranderson.com'; 'tinalin@hannstar.com'; 'wade@rjf.com'; 'kpascale@bmf-law.com'; 'abouchard@bmf-law.com'; 'keen@howrey.com'; 'rhorwitz@potteranderson.com'; 'dmoore@potteranderson.com'; 'stephenkorniczky@paulhastings.com'; 'elizabethbrann@paulhastings.com'; 'rjbenson@hhlaw.com'; 'jflock@kenyon.com'; 'rhails@kenyon.com'; 'jshaw@ycst.com'; 'kkeller@ycst.com'; 'york.faulkner@finnegan.com'  
**Cc:** 'Thomas C. Grimm'; 'JDay'; 'sbalick@ashby-geddes.com'; Oberts, Stacie E.; Woods, Matthew L.  
**Subject:** Honeywell, et al. v. Apple Computer, et al., Honeywell, et al. v. Audiovox Communications; Optrex v. Honeywell, et al.  
**Attachments:** Letter to All Counsel.pdf

Dear Counsel:

Attached is correspondence from Matt Woods.

Mary Ann Schumacher  
Legal Administrative Assistant  
to Matthew L. Woods and  
Sonya C. Seidl  
Robins, Kaplan, Miller & Ciresi L.L.P.  
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E-mail: maschumacher@rkmc.com

12/21/2005

# **EXHIBIT H**



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**Richard L. Horwitz**  
Partner  
Attorney at Law  
rhorwitz@potteranderson.com  
302 984-6027 Direct Phone  
302 658-1192 Fax

December 30, 2005

**VIA FACSIMILE – (612) 339-4181**

Matthew L. Woods, Esquire  
Robins, Kaplan, Miller & Ciresi, LLP  
800 LaSalle Avenue  
2800 LaSalle Plaza  
Minneapolis, MN 55402-2015

**Re: Honeywell International Inc., et al. v. Audiovox Communications Corp., et al.  
C.A. No. 04-1337-KAJ;  
Honeywell International Inc., et al. v. Apple Computer, Inc., et al.  
C.A. 04-1338-KAJ; and  
Optrex America, Inc. v. Honeywell International Inc., et al.  
Civil Action No. 04-1536-KAJ**

Dear Matt:

I am writing on behalf of a number of defendants/defendant groups<sup>1</sup> in response to your December 21, 2005 letter. As we have previously discussed in writing and during the December 15 conference call, these views are only preliminary, in view of the fact that many defendants have not yet appeared and participated in discussions either with you or with other defendants.

With respect to the issue you characterize as the “impact of 35 U.S.C. § 271,” defendants do not believe this is a significant “threshold” issue that must be addressed now, before all parties have responded to the amended complaint. Based on our conversation during the conference call, we understand your question to be whether any LCD manufacturer will contend that all or some of its sales activities are not “within the United States” as required by, e.g., section 271(a). As was discussed during the call, this issue may affect different parties differently, and may vary for different products accused of infringement, so reaching a consensus on this issue is unrealistic, particularly at this early time.

Addressing the other specific issues raised in your December 21 letter, as a general matter foreign defendants will not agree to bring witnesses to the United States for depositions, although they will try to cooperate in setting particular deposition venues where witnesses are

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<sup>1</sup> AUO, Casio, Citizens Systems America, Fuji, Hitachi, ID Tech, Matsushita, Optrex, Philips, Samsung SDI Co. Ltd. and Samsung SDI America, Inc., Seiko Epson, SEID, Sony Corp. and Wintek.

Matthew L. Woods, Esquire  
December 30, 2005  
Page 2

located, consistent with legal obligations in those countries. With respect to whether defendants might desire to attend depositions of other defendants, it is too early to tell whether there will be significant interest, but defendants do not think that issue should affect the timing or scheduling of depositions. The primary contact for scheduling depositions should be with counsel for the particular defendant.

Turning to the issue of the "lead counsel" approach, defendants are unwilling to waive any of their individual rights, but as in all multi-defendant cases in this District, defendants are aware that the Court will expect them to coordinate their efforts as appropriate, and to avoid duplicative work where possible.

On document production and privilege logs, defendants are willing to hear your views as to methods and timing of production. However, we do not expect the parties to have to log privileged documents generated after the commencement of this litigation, and we do not believe the resolution of these issues should affect a determination of the overall case schedule.

With respect to third party discovery, defendants are continuing to consider this issue, and note that although it is too early in the case to have a real feel for how much third party discovery may be necessary, defendants do not think third party discovery should be a significant factor in setting an overall case schedule.

Finally, with respect to a protective order, defendants are reviewing the draft protective order that you recently circulated and anticipate providing their comments thereon. Again, however, resolution of an appropriate form of protective order, either by stipulation or order, should not significantly affect the determination of an overall case schedule.

As stated during the December 15 call, we do not share your view that it is unlikely that the parties can submit a joint progress report to the Court on January 9 to "report on progress toward establishing a schedule for bringing to trial claims against manufacturers."<sup>2</sup> To the contrary, since the Court has requested a progress report and not advocacy papers on how the case should ultimately go forward, we hope that you will reconsider your position. After you review this letter, we hope progress can be made to submit a joint report to the Court, in a way that will foster cooperation among the parties in this early phase and subsequent phases of the litigation.

Very truly yours,



Richard L. Horwitz

712650

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<sup>2</sup> We would be happy to see an overall case schedule, in the form of a proposed Scheduling Order, if you have a specific proposal in mind at this time.

**Schumacher, Mary Ann**

---

**From:** Horwitz, Richard L. [rhorwitz@Potteranderson.com]  
**Sent:** Friday, December 30, 2005 10:39 AM  
**To:** Woods, Matthew L.; Schumacher, Mary Ann; hu@tphm.com; gorourke@cblh.com; O'Brien, Kevin M; jjohnson@fr.com; dhben-meir@hhlaw.com; Siegal, Matthew; lrosenthal@stroock.com; neil.sirota@bakerbotts.com; robert.scheinfeld@bakerbotts.com; marsden@fr.com; steven.rizzi@weil.com; aollis@oblon.com; grimaldia@howrey.com; terrygarnett@paulhastings.com; peterwied@paulhastings.com; halkowski@fr.com; dmargules@bmf-law.com; jseaman@bmf-law.com; Rovner, Philip A.; tinalin@hannstar.com; wade@rlf.com; kpascale@bmf-law.com; abouchard@bmf-law.com; keen@howrey.com; Moore, David E.; stephenkorniczky@paulhastings.com; elizabethbrann@paulhastings.com; rjbenson@hhlaw.com; jflock@kenyon.com; rhails@kenyon.com; jshaw@ycst.com; kkeller@ycst.com; york.faulkner@finnegan.com; Elizabeth.Niemeyer@finnegan.com  
**Cc:** Thomas C. Grimm; JDay; sbalick@ashby-geddes.com; Oberts, Stacie E.  
**Subject:** RE: Honeywell, et al. v. Apple Computer, et al., Honeywell, et al. v. Audiovox Communications; Optrex v. Honeywell, et al.  
**Attachments:** Digital\_.pdf

Matt - See attached response to your 12/21 letter.

Happy New Year to all!

Rich

---

**From:** Schumacher, Mary Ann [mailto:MASchumacher@rkmc.com]  
**Sent:** Wednesday, December 21, 2005 4:33 PM  
**To:** hu@tphm.com; gorourke@cblh.com; O'Brien, Kevin M; jjohnson@fr.com; dhben-meir@hhlaw.com; Siegal, Matthew; lrosenthal@stroock.com; neil.sirota@bakerbotts.com; robert.scheinfeld@bakerbotts.com; marsden@fr.com; steven.rizzi@weil.com; aollis@oblon.com; grimaldia@howrey.com; terrygarnett@paulhastings.com; peterwied@paulhastings.com; halkowski@fr.com; dmargules@bmf-law.com; jseaman@bmf-law.com; Rovner, Philip A.; tinalin@hannstar.com; wade@rlf.com; kpascale@bmf-law.com; abouchard@bmf-law.com; keen@howrey.com; Horwitz, Richard L.; Moore, David E.; stephenkorniczky@paulhastings.com; elizabethbrann@paulhastings.com; rjbenson@hhlaw.com; jflock@kenyon.com; rhails@kenyon.com; jshaw@ycst.com; kkeller@ycst.com; york.faulkner@finnegan.com  
**Cc:** Thomas C. Grimm; JDay; sbalick@ashby-geddes.com; Oberts, Stacie E.; Woods, Matthew L.  
**Subject:** Honeywell, et al. v. Apple Computer, et al., Honeywell, et al. v. Audiovox Communications; Optrex v. Honeywell, et al.

>>>> Please read the confidentiality statement below <<<<

Dear Counsel:

Attached is correspondence from Matt Woods.

Mary Ann Schumacher  
Legal Administrative Assistant  
to Matthew L. Woods and  
Sonya C. Seidl  
Robins, Kaplan, Miller & Ciresi L.L.P.  
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Thank you in advance for your cooperation.

Robins, Kaplan, Miller & Ciresi L.L.P.  
<http://www.rkmc.com>

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DEC. 30. 2005 12:40PM

POTTER ANDERSON &amp; CORROON LLP

NO. 2285 P. 1

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**DATE: DECEMBER 30, 2005**

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**FACSIMILE TRANSMITTAL SHEET**

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<b>TO:</b>	<b>COMPANY:</b>	<b>FAX NUMBER:</b>	<b>PHONE NUMBER:</b>
Matthew L. Woods	Robins Kaplan Miller & Ciresi	612-339-4181	612-349-8272

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# **EXHIBIT I**

IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF DELAWARE

HONEYWELL INTERNATIONAL INC. and )  
HONEYWELL INTELLECTUAL PROPERTIES INC., )

Plaintiffs, )

v. )

APPLE COMPUTER, INC.; ALL AROUND CO., LTD., )  
ARGUS A/K/A HARTFORD COMPUTER GROUP, )  
INC.; ARIMA DISPLAY; AU OPTRONICS CORP.; AU )  
OPTRONICS CORPORATION AMERICA; BOE )  
TECHNOLOGY GROUP COMPANY, LTD.; BEIJING )  
BOE OPTOELECTRONICS TECHNOLOGY CO., LTD.; )  
BOE-HYDIS TECHNOLOGY CO., LTD.; CASIO )  
COMPUTER CO., LTD.; CASIO, INC.; CITIZEN )  
SYSTEMS EUROPE; CITIZEN SYSTEMS AMERICA )  
CORPORATION; CONCORD CAMERAS; DELL INC.; )  
EASTMAN KODAK COMPANY; FUJI PHOTO FILM )  
CO., LTD.; FUJI PHOTO FILM U.S.A., INC.; FUJITSU )  
LIMITED; FUJITSU AMERICA, INC.; FUJITSU )  
COMPUTER PRODUCTS OF AMERICA, INC.; )  
HANNSTAR DISPLAY CORPORATION; HITACHI, )  
LTD.; HITACHI DISPLAYS, LTD.; HITACHI )  
DISPLAY DEVICES, LTD.; HITACHI ELECTRONIC )  
DEVICES (USA), INC.; INNOLUX DISPLAY )  
CORPORATION; INTERNATIONAL DISPLAY )  
TECHNOLOGY; INTERNATIONAL DISPLAY )  
TECHNOLOGY USA, INC.; KONINKLIJKE PHILIPS )  
ELECTRONICS N.V.; PHILIPS CONSUMER )  
ELECTRONICS NORTH AMERICA; PHILIPS )  
ELECTRONICS NORTH AMERICA CORPORATION; )  
KYOCERA WIRELESS CORP.; MATSUSHITA )  
ELECTRICAL INDUSTRIAL CO.; MATSUSHITA )  
ELECTRICAL CORPORATION OF AMERICA; )  
NAVMAN NZ LIMITED; NAVMAN U.S.A. INC.; )  
OLYMPUS CORPORATION; OLYMPUS AMERICA, )  
INC.; PENTAX CORPORATION; PENTAX U.S.A., )  
INC.; PICVUE ELECTRONICS LIMITED; QUANTA )  
DISPLAY INC.; SAMSUNG SDI CO., LTD; SAMSUNG )  
SDI AMERICA, INC; SONY CORPORATION; SONY )  
CORPORATION OF AMERICA; SONY ERICSSON )  
MOBILE COMMUNICATIONS AB; SONY ERICSSON )  
MOBILE COMMUNICATIONS (USA) INC.; ST )

C.A. No. 04-1338-KAJ

LIQUID CRYSTAL DISPLAY CORP.; TOPPOLY  
OPTOELECTRONICS CORP.; TOSHIBA  
CORPORATION; TOSHIBA AMERICA, INC.; WINTEK  
CORP.; WINTEK ELECTRO-OPTICS CORPORATION;  
WISTRON CORPORATION; and M-DISPLAY  
OPTRONICS CORP.,

Defendants.

---

HONEYWELL INTERNATIONAL INC. and  
HONEYWELL INTELLECTUAL PROPERTIES INC.,

Plaintiffs,

v.

AUDIOVOX COMMUNICATIONS CORP.;  
AUDIOVOX ELECTRONICS CORPORATION; NIKON  
CORPORATION; NIKON INC.; NOKIA  
CORPORATION; NOKIA INC.; SANYO ELECTRIC  
CO., LTD.; SANYO NORTH AMERICA  
CORPORATION; and SANYO EPSON IMAGING  
DEVICES CORPORATION,

Defendants.

C.A. No. 04-1337-KAJ

---

OPTREX AMERICA, INC.

Plaintiff,

v.

HONEYWELL INTERNATIONAL INC.  
and HONEYWELL INTELLECTUAL  
PROPERTIES INC.

Defendants.

C.A. No. 04-1536-KAJ

### **PLAINTIFF HONEYWELL'S STATUS REPORT**

Plaintiffs Honeywell International Inc. and Honeywell Intellectual Properties Inc. (collectively "Honeywell") submit the following Status Report pursuant to Paragraph 6 of the Court's October 7, 2005 Order, which directed that "a report on progress toward establishing a schedule for bringing to trial claims against Manufacturers shall be submitted no later than January 9, 2006." (C.A. No. 04-1338, D.I. 237 at ¶ 6 (the "October 7 Order")).<sup>1</sup>

While significant progress has been made in the restructuring of the case (as reflected in Section I), less progress has been made in working toward a schedule, including resolution of issues identified by Honeywell as potentially impacting the schedule (discussed below in Section II). Honeywell raised these issues in a teleconference on December 15, explaining that they have a direct impact on the schedule. (*See* Exhibit A, letter from Matthew L. Woods dated December 21, 2005). Defendants contended that the issues were premature or would have no impact on the schedule. (*See* Exhibit B, letter from Richard Horwitz, dated December 30, 2005). The absence of any meaningful substantive engagement on these issues led Honeywell to draft its own report, a draft of which was provided to defendants on Friday, January 6, 2006.

#### **I. Status of Defendants**

##### **A. "Customer" Defendants.**

Subsequent to the October 7 Order, the Non-Manufacturer Defendants<sup>2</sup> made certain

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<sup>1</sup> This status report has been submitted in C.A. Nos. 04-1337, 04-1338, and 04-1536.

<sup>2</sup> Apple Computer, Inc., Audiovox Communications Corp., Audiovox Electronics Corporation, Casio, Inc., Concord Cameras, Dell, Inc., Eastman Kodak Company, Fujitsu America Inc., Fujitsu Computer Products of America, Inc., Fujitsu Limited, Kyocera Wireless Corp., Nikon Corporation, Nikon, Inc., Nokia Corporation, Nokia, Inc., Olympus America, Inc., Olympus Corporation, Pentax Corporation, Pentax U.S.A. Inc., Sanyo Electric Co., Ltd., Sanyo North America Corporation, Sony Ericsson Mobile Communications AB, Sony Ericsson Mobile

disclosures regarding the source of the LCD Modules used in their portable consumer electronic products. The Non-Manufacturer Defendants have informed the Court by letter, dated November 22, 2005 (C.A. No. 04-1338, D.I. 250), that – as a result of these disclosures – the case is stayed against them, and thus they will not be answering the Amended Complaint (which was filed by Honeywell on November 7, 2005). Although Honeywell has expressed concerns regarding the comprehensiveness of these disclosures, Honeywell has agreed that, for now, these defendants need not answer the Amended Complaint.

**B. “Hybrid” Defendants.**

As acknowledged in Footnote 1 of the October 7 Order, the original complaint named a number of entities that manufacture both LCD Modules as well as the end products incorporating such modules. These Hybrid Defendants included the Casio, Fuji, Matsushita,<sup>3</sup> Sanyo, Sony and Toshiba entities. Since the briefing regarding the stay motion, Honeywell has entered into license agreements under the ‘371 patent with Sanyo and Toshiba to the extent those entities manufacture and/or sell LCD modules. Accordingly, the case is now stayed as to these two entities.<sup>4</sup>

The status of the remaining hybrids, Casio, Fuji, Matsushita and Sony, is as follows:

Casio	Answer will be filed on January 10, 2006	C.A. No. 04-1338, D.I. 294
Fuji	Answer was filed on November 28, 2005	C.A. No. 04-1338, D.I. 256
Matsushita	Answer will be filed on January 17, 2006	C.A. No. 04-1338, D.I. 295
Sony	Answer will be filed on February 10, 2006	C.A. No. 04-1338, D.I. 273

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Communications (USA) Inc., Toshiba America, Inc., and Toshiba Corporation.

<sup>3</sup> Matsushita currently disputes whether it should be treated as a “hybrid” and has submitted this issue to the Court (C.A. No. 04-1338, D.I. 301).

<sup>4</sup> The license agreements do not cover the end products these entities manufacture which incorporate LCD modules from a different manufacturer.

**C. Original Manufacturer Defendants.**

Optrex                      Already answered

Seiko Epson              Already answered

**D. New Manufacturer Defendants.**

After filing the Amended Complaint, Honeywell sent letters to the original defendants along with copies of the Amended Complaint and the Court's Orders of May 18, 2005 and October 7, 2005, requesting that they contact their disclosed suppliers pursuant to Paragraph 3 of the October 7 Order. In addition, Honeywell itself initiated contact with those suppliers which had been newly named as defendants. As a result of these parallel efforts, to date, the status is as follows:

1. Defendants who have retained trial counsel and agreed to waive formal service.

<u>Defendant/LCD Supplier</u>	<u>Answer Due</u>	<u>D.I.</u>
AU Optronics Corp. and AU Optronics Corporation America	February 10, 2006	C.A. No. 04-1338, D.I. 290
BOE-Hydis Technology Co., Ltd. <sup>5</sup>	February 21, 2006	C.A. No. 04-1338, D.I. 296
Citizen Watch Co., Ltd. and Citizen Displays Co., Ltd. <sup>6</sup>	February 21, 2006	C.A. No. 05-874, D.I. 4
HannStar Display Corporation	March 3, 2006	C.A. No. 04-1338, D.I. 305

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<sup>5</sup> BOE Technology Group Company Ltd. and Beijing BOE Optoelectronics Technology Co., Ltd. will be dismissed from the suit.

<sup>6</sup> Honeywell incorrectly named Citizen Systems Europe and Citizen Systems America Corporation in its First Amended Complaint. Notices of dismissal without prejudice for these entities were filed on January 6, 2006 (C.A. No. 04-1338, D.I. 297, 298). Honeywell filed a new action against Citizen Watch Co., Ltd. and Citizen Displays Co., Ltd. (C.A. No. 05-874). These Citizen entities have agreed to move to consolidate the action against them with C.A. No. 04-1338-KAJ (*id.* at D.I. 4).

Hitachi, Ltd., Hitachi Displays, Ltd., Hitachi Display Devices, Ltd. and Hitachi Electronic Devices (USA), Inc.	February 10, 2006	C.A. No. 04-1338, D.I. 278
International Display Technology and International Display Technology USA, Inc.	February 10, 2006	C.A. No. 04-1338, D.I. 291
Koninklijke Philips Electronics N.V., Philips Consumer Electronics North America, and Philips Electronics North America	February 21, 2006	<i>See</i> C.A. No. 04-1338, D.I. 248
Quanta Display Inc.	February 21, 2006	Stipulation will be filed
Samsung SDI Co., Ltd. and Samsung SDI America Inc.	February 13, 2006	Stipulation will be filed
ST Liquid Crystal Display Corp.	February 10, 2006	C.A. No. 04-1338, D.I. 273
Toppoly Optoelectronics Corp.	April 15, 2006 <sup>7</sup>	Stipulation will be filed
Wintek Corp. and Wintek Electro- Optics Corporation	February 10, 2006	C.A. No. 04-1338, D.I. 270
Sanyo Epson Imaging Devices Corporation	February 10, 2006	C.A. No. 04-1337, D.I. 148

2. Defendants who have not agreed to waive formal service.

All Around Co., Ltd.

Arima Display

Innolux Display Corporation

Picvue Electronics Limited

Honeywell began the process of formally serving these entities in November 2005, but,

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<sup>7</sup> Due to a unique set of circumstances, Toppoly has requested a longer extension to answer the Amended Complaint. In exchange for this extension, Toppoly has agreed in writing that it will participate in scheduling discussions along with the other defendants and will not seek to delay the entry of a scheduling order on the grounds that it has not yet answered the Amended

under the relevant international protocols, it is likely to be a number of months before service can be effected. Honeywell is willing to sever those entities that have not agreed to waive formal service from this case in the interest of moving this case forward. Once those entities appear, Honeywell will work with those entities to create a separate, but parallel, track with the main litigation.

3. Defendants who will be dismissed.

Honeywell filed a notice of dismissal without prejudice for Wistron Corporation and M-Display Optronics Corp. on January 9, 2006 (C.A. No. 04-1338, D.I. 303).

**E. Summary.**

In summary, by March 3, 2006, Honeywell anticipates that the case will be ready to proceed against 19 defendants/defendant groupings (2 original manufacturers, 13 new manufacturers, and 4 hybrids).

**II. Progress Toward Establishing A Schedule**

On December 15, 2005, counsel for Honeywell and counsel for a group of defendants met to discuss how to establish a schedule for bringing to trial claims against the Manufacturers. In this conference, Honeywell sought clarification from the Defendants on a number of threshold issues which it believes will have a direct, material impact on the length of pretrial activities and the orderliness and efficiency of those efforts. Those issues are summarized in Section A below. Following that conference, on December 30, defendants confirmed their basic position that the issues did not need resolution, but requested that Honeywell provide them with Honeywell's proposed overall case schedule. (*See Exhibit B*). Honeywell provided this schedule on January 5 and it is reproduced in Section B below.

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Complaint.



As it stands, Honeywell and the substantial majority of defendants agree that the onset of discovery should be stayed for the time being. Defendant Optrex has sought Honeywell's agreement to initiate discovery now. While Honeywell earnestly desires to proceed with this case, it is concerned that the discovery not proceed in a piecemeal fashion that might balkanize the defendants and create issues regarding how to calculate the amount of discovery in this case. Defendant Fuji has recently expressed just this concern, stating its objection to such discovery if it might be used to limit the amount of discovery ultimately available to Fuji. Accordingly, Honeywell stands by its position that discovery should proceed in an orderly fashion once the scope and amount of such discovery has been decided.

**A. Threshold Issues Impacting Schedule.**

While Honeywell recognizes that many newly-added defendants have not yet answered the Amended Complaint, and thus are not yet before the Court, Honeywell believes it is appropriate to apprise the Court of certain issues that the parties discussed which Honeywell believes will need to be addressed to effectively manage this litigation. Those defendants who participated in the December 15 teleconference have indicated their general belief that it is premature to raise these issues with the Court. Honeywell recognizes that the Court cannot substantively address the issues raised below without the defendants' input, but Honeywell believes that these are issues that should be addressed early in the litigation in order to "establish a schedule for bringing to trial claims against Manufacturers," as the Court requested in its October 7 Order. (C.A. No. 04-1338, D.I. 237 at ¶ 6). This will allow all parties to move toward trial with common expectations and understandings and will hopefully minimize the need to alter the schedule in the future.

1. Impact of 35 U.S.C. § 271.

To establish a schedule for bringing to trial claims against the LCD manufacturers, a threshold issue that must be addressed is whether the defendants will dispute that Honeywell's claims can be brought to trial against them because of any territorial limitations of 35 U.S.C. § 271. Section 271 generally allows recovery only for acts that occur within the United States. To date, several of LCD Manufacturers have asserted that they do not sell the LCD modules within the United States. Instead, it appears that the LCD Manufacturers sell their modules overseas and the end product manufacturers import them into the United States in the accused portable consumer electronic products. Honeywell is concerned that the LCD Manufacturers will assert that the liability portion of this matter can not be tried against them and that a judgment could not be rendered based on the territorial limitations of 35 U.S.C. § 271.

Honeywell believes this threshold issue must be resolved as soon as possible to avoid wasteful or duplicative proceedings. Honeywell raised this issue with the defendants, but the defendants do not believe it is an issue that must be addressed now. If the LCD Manufacturers invoke this statute, then it will clearly impact the orderly and timely progression of this case. Honeywell respectfully submits that it would be wasteful to work towards a schedule to trying this case against the LCD Manufacturers, only to have the defendants raise this issue at a later date. Because the defendants have not stated their positions with respect to this issue, it is unclear whether or not this will be an issue. Depending upon the extent to which this becomes an issue, it is Honeywell's view that the "customer" defendants may need to become more actively involved in this first stage of the case if it is determined that liability cannot be tried against the LCD Manufacturers.

2. Scope of Discovery.

Honeywell believes that the discovery it seeks in this case will not be burdensome as to any individual defendant, and that it should conduct its discovery of each defendant on essentially parallel tracks. The primary focus will be upon identification and discussion of all LCD modules which contain the Accused Structure, i.e., any module employing a light source, two lens arrays, one of which is misaligned or rotated, and an LCD display. The sooner, and more efficiently, this information is provided to Honeywell, the more streamlined the schedule can be, especially since most of the Customer Defendants claimed to lack information regarding which products contained substantially similar structures to those LCD modules Honeywell had already identified. Moreover, the new defendants, as Manufacturers of LCD Modules, are in a fundamentally different position than the “customers” (to which the October 7 Order was largely directed) in that they have access to comprehensive information regarding which modules use the Accused Structure.

Honeywell believes it would be appropriate to include such information/documentation in each manufacturer’s initial disclosures.

3. Logistical Coordination of Discovery.

There are a number of issues regarding coordinating discovery that Honeywell has raised with the defendants, including:

- Protective Order. Honeywell has provided a draft Protective Order to the new defendants, who are considering that draft. Honeywell respectfully submits that the parties should agree to a Protective Order as soon as possible so the parties can engage in productive discovery once the last of the new defendants files an Answer, which is March 3, 2006.

- Deposition Scheduling. It is unclear whether each defendant will desire to attend depositions of its co-defendants and whether such co-defendants would object to such participation, due to the competitive nature of the industry. If each deposition is to be attended by all parties, it will likely impact the scheduling of those depositions and the time necessary to complete discovery. Honeywell thus suggests that the scheduling process for depositions give priority to the schedules of the witnesses, their defending counsel and counsel for the noticing party. Without clarity on this point, Honeywell believes that deposition scheduling could become problematic. The defendants believe it is too early to tell whether they might desire to attend depositions of other defendants but believe that this issue will not impact timing or scheduling of depositions.
- Location of Depositions. Most, if not all, of the defendants' witnesses likely reside outside the United States. Honeywell has requested that the defendants cooperate in holding these depositions in a mutually agreeable midway location, such as Hawaii. (Of course Honeywell would agree to share in the cost of such efforts.) If, however, Honeywell is required to resort to deposing witnesses in foreign countries in corresponding U.S. Embassies, it will delay the matter due to the backlog in reservation space in these embassies, and additional time will be needed in the discovery schedule to accommodate this built-in delay.

4. Lead Counsel.

Honeywell has asked the defendants whether they intend to develop their legal positions and conduct their discovery of Honeywell under the "lead counsel" approach discussed in the Manual for Complex Litigation to avoid duplicative briefing and duplicative discovery demands upon Honeywell, thus helping streamline the schedule. Defendants have indicated that they are

considering this approach, but have not yet developed a position on this issue.

**B. Proposed Schedule**

Honeywell has proposed the following dates for a schedule beginning March 15, 2006. The timing and intervals being proposed are extremely similar to those proposed by Honeywell last April, with the exception that the schedule has been moved forward to reflect the restructuring of the case. This proposed schedule assumes that Honeywell's concerns set forth in Section A, above, are addressed and resolved so as to minimize any impact on the schedule.

<b>Event</b>	<b>Honeywell's Proposed Dates</b>
Date of Scheduling Order	March 15, 2006
2. Joinder of parties	October 16, 2006
3(a). Deposition hours	Each party will produce witnesses under its care, custody and control to the other side for a total of 50 hours. Each side shall have 50 hours to conduct third party discovery.
3(c). Discovery cut-off (includes expert discovery)	May 30, 2007
7. Interim Status Report	October 26, 2006
8. Status Conference	November 2, 2006
9. Technology Tutorial	December 22, 2006
10. Dispositive Motions	June 30, 2007 Answering briefs 30 days after opening briefs Reply briefs 14 days after answering briefs
11. Claim Construction Issue Identification	November 9, 2006
12. Claim Construction	May 30, 2007 – Joint Claim Construction Chart June 29, 2007 – Opening briefs July 27, 2007 – Reply briefs
13. Hearing on Claim Construction	August 30, 2007
15. Pretrial Conference/Joint Proposed	September 28, 2007/

Final Pretrial Order	September 21, 2007
17. Trial	October 22, 2007/ 15-18 Trial days

### III. Conclusion

Honeywell stands ready to address any or all of these topics with the Court at its earliest convenience. Honeywell respectfully suggests that the Court set a Scheduling Conference for early March, with a view toward entering a Scheduling Order in mid-March. In the meantime, Honeywell will continue to work with the defendants to discuss the issues identified herein, and their impact on a schedule.

MORRIS, NICHOLS, ARSHT & TUNNELL LLP

*/s/ Leslie A. Polizoti*

---

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January 9, 2006

# EXHIBIT A

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December 21, 2005

**Via E-Mail**

TO: ALL COUNSEL OF NEWLY NAMED DEFENDANTS

Re: Honeywell International Inc., et al. v. Audiovox Communications Corp., et al.  
Court File No. C.A. 04-1337-KAJ  
Honeywell International Inc., et al. v. Apple Computer, Inc., et al.  
Court File No. C.A. No. 04-1338-KAJ  
Optrex America, Inc. v. Honeywell International Inc., et al.  
Civil Action No. 04-1536 (KAJ)  
Our File No. 019896.0229

Dear Counsel:

As the deadline for the January 9th progress approaches, I want to summarize the issues Honeywell identified during our teleconference last Thursday, December 15th. This summary is intended to assist you in your collective discussions, especially insofar as there was little engagement on these topics during that conference.

The Court's October 7th Order requires us to "report on progress toward a establishing a schedule for bringing to trial claims against manufacturers." October 7 Order, ¶ 6. It is Honeywell's intent to provide the Court with a report that not merely explains the status of which defendants have waived service, but also identifies those issues which need to be addressed in order to develop an effective and orderly schedule. With that charge in mind, Honeywell raised the following issues at the teleconference:

**Impact of 35 U.S.C. § 271:**

At the outset, there is a threshold issue as to whether any of the defendants dispute that Honeywell's claims can be brought to trial against them because of any territorial limitations of 35 U.S.C. § 271. Honeywell believes this threshold issue must be resolved as soon as possible, in order to avoid wasteful or duplicative proceedings. Depending upon the extent that this becomes an issue, it is Honeywell's view that the "customer" defendants may need to become



TO: ALL COUNSEL OF NEWLY NAMED DEFENDANTS

December 21, 2005

Page 2

more actively involved in this first stage of the case. While Honeywell offered several concepts for addressing the situation, it clearly reserves all its rights until the defendants have weighed in on this issue, something which they were not prepared to do on the 15th.

**Progress of Discovery:**

We discussed a number of issues relating to the progress of discovery. Honeywell's basic position is that, as to any individual defendant, the discovery should not be burdensome. Honeywell's '371 patent is straightforward and, assuming defendants identify all modules using the Accused Structure (and produce documents regarding those modules), depositions could be accomplished under a set hourly approach (e.g., each defendant shall make its witness available for "x" hours of deposition). We envision that discovery of the defendants could proceed along essentially parallel tracks.

More fundamental questions concern coordination of discovery and logistics for depositions, given the number of defendants. For example, and without exclusion, some topics discussed during our teleconference include:

- Whether foreign defendants will make witnesses available in a mutually agreeable geographic location, thereby avoiding the need to resort to U.S. Embassies, which can substantially delay and complicate the taking of depositions?
- Whether defendants will desire to attend depositions of co-defendant competitors, and whether co-defendant competitors will object to such attendance, and the impact this dynamic has on scheduling of depositions?
- Whether the defendants will develop their legal positions and conduct their discovery of Honeywell under the "lead counsel" approach discussed in the Manual for Complex Litigation, so as to avoid duplicative briefing and duplicative discovery demands upon Honeywell?
- Methodology and timing for document production and privilege logs, especially as it may relate to any joint defense privilege asserted by defendants?
- One additional issue not discussed on the 15th is the extent to which parties anticipate needing third party discovery, which could impact the schedule. Honeywell expects this will largely be driven by the contours of any affirmative defenses raised by defendants.

TO: ALL COUNSEL OF NEWLY NAMED DEFENDANTS

December 21, 2005

Page 3

**Protective Order:**

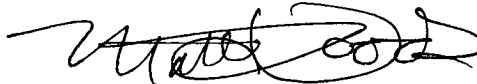
Honeywell is not an active participant in the market for portable consumer electronics. Although Honeywell agrees that a protective order should be in place, the competitive nature of one defendant *vis a vis* the other defendants will likely drive the details of a protective order. Back in April, we had circulated a draft protective order for defendants' consideration. As we discussed, we have re-circulated that draft for your renewed consideration.

\* \* \*

If any of the defendants have views on these issues that they wish to communicate prior to January 9th, please forward them as soon as possible. Given that the defendants have offered no meaningful engagement on these issues at this time, we think it likely that each side will file its own status report with the Court. Moreover, until there has been a comprehensive exchange of ideas regarding establishing a schedule for bringing Honeywell's claims to trial, Honeywell reserves the right to raise all issues relevant to that subject.

Very truly yours,

ROBINS, KAPLAN, MILLER & CIRESI L.L.P.

A handwritten signature in black ink, appearing to read "Matthew Woods", written over a horizontal line.

Matthew L. Woods

MLW/ms

c: Thomas G. Grimm, Esq. (via e-mail)  
John G. Day, Esq. (via e-mail)  
Steven J. Balick, Esq. (via e-mail)  
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# EXHIBIT B



**Richard L. Horwitz**  
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December 30, 2005

**VIA FACSIMILE – (612) 339-4181**

Matthew L. Woods, Esquire  
Robins, Kaplan, Miller & Ciresi, LLP  
800 LaSalle Avenue  
2800 LaSalle Plaza  
Minneapolis, MN 55402-2015

**Re: Honeywell International Inc., et al. v. Audiovox Communications Corp., et al.  
C.A. No. 04-1337-KAJ;  
Honeywell International Inc., et al. v. Apple Computer, Inc., et al.  
C.A. 04-1338-KAJ; and  
Optrex America, Inc. v. Honeywell International Inc., et al.  
Civil Action No. 04-1536-KAJ**

Dear Matt:

I am writing on behalf of a number of defendants/defendant groups<sup>1</sup> in response to your December 21, 2005 letter. As we have previously discussed in writing and during the December 15 conference call, these views are only preliminary, in view of the fact that many defendants have not yet appeared and participated in discussions either with you or with other defendants.

With respect to the issue you characterize as the “impact of 35 U.S.C. § 271,” defendants do not believe this is a significant “threshold” issue that must be addressed now, before all parties have responded to the amended complaint. Based on our conversation during the conference call, we understand your question to be whether any LCD manufacturer will contend that all or some of its sales activities are not “within the United States” as required by, e.g., section 271(a). As was discussed during the call, this issue may affect different parties differently, and may vary for different products accused of infringement, so reaching a consensus on this issue is unrealistic, particularly at this early time.

Addressing the other specific issues raised in your December 21 letter, as a general matter foreign defendants will not agree to bring witnesses to the United States for depositions, although they will try to cooperate in setting particular deposition venues where witnesses are

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<sup>1</sup> AUO, Casio, Citizens Systems America, Fuji, Hitachi, ID Tech, Matsushita, Optrex, Philips, Samsung SDI Co. Ltd. and Samsung SDI America, Inc., Seiko Epson, SEID, Sony Corp. and Wintek.

Matthew L. Woods, Esquire  
December 30, 2005  
Page 2

located, consistent with legal obligations in those countries. With respect to whether defendants might desire to attend depositions of other defendants, it is too early to tell whether there will be significant interest, but defendants do not think that issue should affect the timing or scheduling of depositions. The primary contact for scheduling depositions should be with counsel for the particular defendant.

Turning to the issue of the "lead counsel" approach, defendants are unwilling to waive any of their individual rights, but as in all multi-defendant cases in this District, defendants are aware that the Court will expect them to coordinate their efforts as appropriate, and to avoid duplicative work where possible.

On document production and privilege logs, defendants are willing to hear your views as to methods and timing of production. However, we do not expect the parties to have to log privileged documents generated after the commencement of this litigation, and we do not believe the resolution of these issues should affect a determination of the overall case schedule.

With respect to third party discovery, defendants are continuing to consider this issue, and note that although it is too early in the case to have a real feel for how much third party discovery may be necessary, defendants do not think third party discovery should be a significant factor in setting an overall case schedule.

Finally, with respect to a protective order, defendants are reviewing the draft protective order that you recently circulated and anticipate providing their comments thereon. Again, however, resolution of an appropriate form of protective order, either by stipulation or order, should not significantly affect the determination of an overall case schedule.

As stated during the December 15 call, we do not share your view that it is unlikely that the parties can submit a joint progress report to the Court on January 9 to "report on progress toward establishing a schedule for bringing to trial claims against manufacturers."<sup>2</sup> To the contrary, since the Court has requested a progress report and not advocacy papers on how the case should ultimately go forward, we hope that you will reconsider your position. After you review this letter, we hope progress can be made to submit a joint report to the Court, in a way that will foster cooperation among the parties in this early phase and subsequent phases of the litigation.

Very truly yours,



Richard L. Horwitz

712650

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<sup>2</sup> We would be happy to see an overall case schedule, in the form of a proposed Scheduling Order, if you have a specific proposal in mind at this time.

**CERTIFICATE OF SERVICE**

I hereby certify that on January 9, 2006, I electronically filed the foregoing document with the Clerk of Court using CM/ECF, which will send notification of such filing to the following: John R. Alison, Parker H. Bagley, Robert J. Benson, Robert Karl Beste, III, Elizabeth L. Brann, Christopher E. Chalsen, Arthur G. Connolly, III, Frederick L. Cottrell, III, Francis DiGiovanni, Thomas M. Dunham, Amy Elizabeth Evans, York M. Faulkner, Christopher J. Gaspar, Alexander E. Gasser, Alan M. Grimaldi, Thomas C. Grimm, Thomas Lee Halkowski, Richard L. Horwitz, Robert J. Katzenstein, Nelson M. Kee, Richard D. Kelly, Stephen S. Korniczky, Hamilton Loeb, David J. Margules, David Ellis Moore, Carolyn E. Morris, Arthur I. Neustadt, Elizabeth A. Niemeyer, Gerard M. O'Rourke, Andrew M. Ollis, Karen L. Pascale, Adam Wyatt Poff, Leslie A. Polizoti, Alana A. Prills, Steven J. Rizzi, Avelyn M. Ross, Philip A. Rovner, Carl E. Schlier, Chad Michael Shandler, John W. Shaw, William J. Wade, Roderick B. Williams and Edward R. Yoches.

/s/ Leslie A. Polizoti (#4299)

MORRIS, NICHOLS, ARSHT & TUNNELL LLP  
1201 North Market Street  
Wilmington, DE 19801  
(302) 658-9200  
lpolizoti@mnat.com

**Schumacher, Mary Ann**

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**From:** Rahne, Denise S.  
**Sent:** Tuesday, January 10, 2006 9:05 AM  
**To:** Ketterling, Carrie R.; Schumacher, Mary Ann  
**Subject:** FW: Honeywell/CC/Apple (04-1338; 04-1536) - Honeywell's Status Report filed on 1/9/06  
**Attachments:** 010906 Status Report.pdf

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**From:** Beth Ann Verderamo [mailto:BVerderamo@MNAT.com]  
**Sent:** Monday, January 09, 2006 6:25 PM  
**To:** Thomas C. Grimm; Deb Lemke; Rahne, Denise S.; Donna L. Allaband; Kadra Mull; Leslie A. Polizoti; Lueck, Martin R.; Woods, Matthew L.; Oberts, Stacie E.  
**Subject:** Honeywell/CC/Apple (04-1338; 04-1536) - Honeywell's Status Report filed on 1/9/06

On behalf of Tom Grimm and Leslie Polizoti, I am forwarding *Honeywell's Status Report*, which was electronically filed with the Court tonight.

<<010906 Status Report.pdf>>

*Beth Ann Verderamo  
Administrative Assistant  
Morris, Nichols, Arsht & Tunnell  
1201 North Market Street  
Wilmington, DE 19801  
Phone (302) 351-9128  
Facsimile (302) 658-3989*

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1/10/2006

**Schumacher, Mary Ann**

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**From:** Rahne, Denise S.  
**Sent:** Tuesday, January 10, 2006 9:05 AM  
**To:** Ketterling, Carrie R.; Schumacher, Mary Ann  
**Subject:** FW: Honeywell v. Audiovox, C.A. No. 04-1337-KAJ  
**Attachments:** status report.pdf; Ex A to status report.pdf; Ex B to status report.pdf

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**From:** SBalick [mailto:SBalick@ashby-geddes.com]  
**Sent:** Monday, January 09, 2006 7:56 PM  
**To:** mneiderman@duanemorris.com; djenglish@duanemorris.com; pbradley@mccarter.com; twalsh@mccarter.com; rhorwitz@potteranderson.com; dmoore@potteranderson.com; barry.graham@finnegan.com; marsden@fr.com; elliot@fr.com; kopsidas@fr.com; degnan@fr.com; rhorwitz@potteranderson.com; dmoore@potteranderson.com; timothy.vezeau@kmzr.com; michael.dorfman@kmzr.com; scott.gettleson@kmzr.com; rjk@skfdelaware.com; slubitz@hhlaw.com; rjbenson@hhlaw.com; jpolesky@skfdelaware.com  
**Subject:** Honeywell v. Audiovox, C.A. No. 04-1337-KAJ

Attached is an as-filed copy of Honeywell's status report in the above action.

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